

# FEDERAL REGISTER

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## Rules, Regulations, Orders

### TITLE 10—ARMY: WAR DEPARTMENT

#### CHAPTER III—CLAIMS AND ACCOUNTS

##### PART 35—PAYMENT OF BILLS AND ACCOUNTS PAYMENTS UNDER CONTRACT, FORMAL AND INFORMAL<sup>1</sup>

§ 35.5 To whom payment may be made.

(b) *Other than original contractor—*  
(1) *Assignment of claim.* All transfers and assignments made of any claim upon the United States, or of any part or share thereof, or interest therein, whether absolute or conditional, and whatever may be the consideration therefor, and all powers of attorney, orders, or other authorities for receiving payment of any such claim, or of any part or share thereof, shall be absolutely null and void, unless they are freely made and executed in the presence of at least two attesting witnesses, after the allowance of such a claim, the ascertainment of the amount due, and the issuing of a warrant for the payment thereof. Such transfers, assignments, and powers of attorney, must recite the warrant for payment, and must be acknowledged by the person making them, before an officer having authority to take acknowledgments of deeds, and shall be certified by the officer; and it must appear by the certificate that the officer, at the time of the acknowledgment, read and fully explained the transfer, assignment, or warrant of attorney to the person acknowledging the same.

(2) *Transfer of contract.* No contract or order, or any interest therein, shall be transferred by the party to whom such contract or order is given to any other party, and any such transfer shall cause the annulment of the contract or order transferred, so far as the United States are concerned. All rights of action, however, for any breach of such

contract by the contracting parties, are reserved to the United States.

(3) *Exceptions—(i) Assignment to a bank, trust company, or other financing institution.*

That sections 3477 and 3737 of the Revised Statutes be amended by adding at the end of each such section the following new paragraph:

"The provisions of the preceding paragraph shall not apply in any case in which the moneys due or to become due from the United States or from any agency or department thereof, under a contract providing for payments aggregating \$1,000 or more, are assigned to a bank, trust company, or other financing institution, including any Federal lending agency: *Provided,*

"1. That in the case of any contract entered into prior to the date of approval of the Assignment of Claims Act of 1940, no claim shall be assigned without the consent of the head of the department or agency concerned;

"2. That in the case of any contract entered into after the date of approval of the assignment of Claims Act of 1940, no claim shall be assigned if it arises under a contract which forbids such assignment;

"3. That unless otherwise expressly permitted by such contract any such assignment shall cover all amounts payable under such contract and not already paid, shall not be made to more than one party, and shall not be subject to further assignment, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing;

"4. That in the event of any such assignment, the assignee thereof shall file written notice of the assignment together with a true copy of the instrument of assignment with—

"(a) the General Accounting Office,

"(b) the contracting officer or the head of his department or agency,

"(c) the surety or sureties upon the bond or bonds, if any, in connection with such contract, and

"(d) the disbursing officer, if any, designated in such contract to make payment. Notwithstanding any law to the contrary governing the validity of assignments, any assignment pursuant to the Assignment of Claims Act of 1940 shall constitute a valid assignment for all purposes."

Any contract entered into by the War Department or the Navy Department may provide that payments to an assignee of any claim arising under such contract shall not be subject to reduction or set-off, and if it is so provided in such contract, such payments shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of such contract.

Sec. 2. This Act may be cited as the "Assignment of Claims Act of 1940."

<sup>1</sup> § 35.5 (b) is amended.

## CONTENTS

### RULES, REGULATIONS, ORDERS

TITLE 10—ARMY: WAR DEPARTMENT:	Page
Claims, payments under contract, amendment.....	5121
Procurement of military supplies, etc., bid invitations, amendment.....	5122
TITLE 16—COMMERCIAL PRACTICES:	
Federal Trade Commission:	
Cease and desist orders:	
Atlas Health Appliance Co.....	5126
Bauer and Black.....	5123
House of Royalsun.....	5124
Scholl Manufacturing Co., Inc.....	5124
Vulcan Lamp Works, Inc....	5123
TITLE 30—MINERAL RESOURCES:	
Bituminous Coal Division:	
Pleasant Valley Mining Co., et al., final relief granted....	5127
TITLE 49—TRANSPORTATION AND RAILROADS:	
Interstate Commerce Commission:	
Water carrier regulations, postponement of effectiveness of provisions....	5128

### NOTICES

Department of Agriculture:	
Rural Electrification Administration:	
Allocation of funds for loans (2 notices) .....	5137
Department of the Interior:	
Bituminous Coal Division:	
Hearings, temporary relief orders, etc.:	
District Board No. 8 (Allburn Collieries Co.).....	5133
District Board No. 8 (Cambria Coal Co.).....	5133
District Board No. 8 (Cedar Grove Collieries, Inc., et al.).....	5133
District Board No. 9.....	5136
District Board No. 11.....	5135
District Board No. 23.....	5135
Stevens, O. W., Tano, Fred, et al.....	5134

(Continued on next page)



# FEDERAL REGISTER

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## CONTENTS—Continued

Department of the Interior—Con.	
General Land Office:	Page
Air navigation site withdrawals revoked:	
Arizona.....	5136
California.....	5137
Alaska, air navigation site withdrawal.....	5137
Department of Labor:	
Wage and Hour Division:	
Learner employment certificates, issuance of for various industries (3 notices).....	5137
Federal Communications Commission:	
Eaton, R. B., hearing.....	5139
Federal Power Commission:	
Pennsylvania Water & Power Co.....	5139
Federal Works Agency:	
Public Works Administration:	
Project engineer, duties with respect to Pennsylvania Turnpike Commission.....	5140
Regional Director's Office No. 2, abolition.....	5139
Regional project audit offices, reorganization.....	5140
Interstate Commerce Commission:	
Water carrier regulations, notice of postponement of effectiveness of provisions.....	5140
Securities and Exchange Commission:	
Effectiveness of applications and declarations:	
Appalachian Electric Power Co., et al.....	5141
Securities Corp. General.....	5141
Southeastern Electric and Gas Co., and Eastern Power Co.....	5140
Mississippi Public Service Co., hearing.....	5142

## CONTENTS—Continued

War Department:	
Contract summaries:	Page
American Car and Foundry Co.....	5131
Beers Construction Co., et al.....	5131
Colt's Patent Fire Arms Manufacturing Co.....	5130
Curtiss-Wright Corp. (St. Louis Airplane Division) (change order).....	5132
Federal Telegraph Co.....	5132
Ford Motor Co.....	5129
Havens and Emerson.....	5129
Hentz, Adler & Shutze, et al.....	5130
Whittenberg Construction Co., et al.....	5128

(ii) *Transferee of entire business.* Where the entire business of a contractor is sold, the transfer is not such an assignment as is prohibited by sections 3477 and 3737, Revised Statutes, and payment to the transferee is authorized upon compliance with contract terms and the furnishing of a waiver from the original contractor. See 9 Comp. Gen. 72.

(iii) *Successor.* The merger of a corporation or a change in the corporate name does not operate to annul existing contracts between such corporation and the Government and is not of itself a change in the contractor's responsibility. See 4 Comp. Gen. 184. (R.S. 3477, 3737; Act Oct. 9, 1940; 31 U.S.C. 203, 41 U.S.C. 15) [Par. 3, AR 35-6040, Mar. 15, 1939, as amended by Cir. 143, W.D., Dec. 4, 1940]

## PART 36—CLAIMS AGAINST THE UNITED STATES<sup>1</sup>

### § 36.8 Miscellaneous provisions—(a) Transfers and assignments of claims.

(1) All transfers and assignments of any claim upon the United States, or any power of attorney, order, or other authority for receiving payment of any claim, are, under section 3477, Revised Statutes, as amended, null and void, unless made after the issue of a warrant for the payment of the claim. An assignment of a claim by operation of law, as when a receiver is appointed for an individual, firm, or corporation, or an administrator for the estate of a deceased person, etc., is an exception not covered by that statute. The legal designation by an incorporated or unincorporated company of an officer or agent to receive and receipt in its name for all moneys due it is not an assignment of a claim, but merely the proper method of covering payment to the company. The attempt by a partnership or individual to authorize other parties or persons to receive or receipt in its name for moneys due is an assignment covered by the statute. To recapitulate briefly, the law contemplates that claims due from the United States shall be paid only to the person to whom the money is due, except in case of assignments by operation of law. See R.S. 3477; 31 U.S.C. 203

<sup>1</sup> § 36.8 (a) is amended.

(2) The provisions of section 3477, Revised Statutes, shall not apply in any case in which the moneys due or to become due from the United States or from any agency or department thereof, under a contract providing for payments aggregating \$1,000 or more, are assigned to a bank, trust company, or other financing institution, including any Federal lending agency, under the conditions set forth in the act of October 9, 1940. See AR 35-6040 and §§ 35.5-35.9. (R.S. 3477; Act Oct. 9, 1940; 31 U.S.C. 203.) [Par. 11, AR 35-7020, Dec. 1, 1938, as amended by Cir. 143, W.D., Dec. 4, 1940]

[SEAL]

E. S. ADAMS,  
Major General,  
The Adjutant General.

[F. R. Doc. 40-5641; Filed, December 16, 1940; 10:15 a. m.]

## CHAPTER VIII—PROCUREMENT AND DISPOSAL OF EQUIPMENT AND SUPPLIES

### PART 81—PROCUREMENT OF MILITARY SUPPLIES AND ANIMALS<sup>1</sup>

#### § 81.10 Invitations for bids.

(f) *Special conditions authorized or required to be included—*

(22) *General principles governing the award of defense contracts, and the statement of labor policy.* In conformity with § 81.10 (a) (8), every invitation for bids pertaining to national defense contracts will include the following:

"The general principles governing the letting of national defense contracts and the statement of labor policy adopted by the advisory commission to the council of national defense and approved by the President (House Document No. 950, 76th Cong. 3d session, September 13, 1940) will be the guide in the award of contracts under this invitation for bids. Prospective contractors may obtain copies of the general principles and the statement of labor policy by communicating with the contracting officer. All work executed under any such contract will constitute work under the national defense program and will be carried out in compliance with the provisions of the statement of labor policy relative to overtime pay and in compliance with Federal statutory provisions affecting labor wherever such provisions are applicable, as well as with State and local statutes affecting labor relations, hours of work, wages, workmen's compensation, safety, and sanitation." (R.S. 3709; 31 Stat. 905; 32 Stat. 514; 41 U.S.C. 5; 10 U.S.C. 1201) [Par. 10, AR 5-140, May 22, 1940, as amended by Proc. Cir. 43, W.D., Dec. 4, 1940]

[SEAL]

E. S. ADAMS,  
Major General,  
The Adjutant General.

[F. R. Doc. 40-5642; Filed, December 16, 1940; 10:15 a. m.]

<sup>1</sup> § 81.10 (f) (22) is added.



## TITLE 16—COMMERCIAL PRACTICES

## CHAPTER I—FEDERAL TRADE COMMISSION

[Docket No. 3320]

## PART 3—DIGEST OF CEASE AND DESIST ORDERS

## IN THE MATTER OF BAUER AND BLACK

§ 3.6 (j10) *Advertising falsely or misleadingly—History of product:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly—Results:* § 3.6 (y10) *Advertising falsely or misleadingly—Scientific or other relevant facts.* Representing, in connection with offer, etc., in commerce, of respondent's products designated as Blue Jay Corn Plasters, Blue Jay Bunion and Callus Plasters and Blue Jay Liquid Corn Remover, or any other substantially similar products, that corns have a root or roots, or that respondent's products will prevent the formation or recurrence of corns or calluses, or that any of its products constitute a new treatment for corns, calluses or bunions, or that its products will instantly stop the pain caused by corns or calluses, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C. Supp. IV, sec. 45b) [Cease and desist order, Bauer and Black, Docket 3320, November 29, 1940]

*In the Matter of Kendall Company, a corporation, trading as Bauer and Black*

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 29th day of November, A. D. 1940.

This proceeding having been heard<sup>1</sup> by the Federal Trade Commission upon the complaint of the Commission, the answer of respondent, testimony and other evidence taken before Arthur F. Thomas, an examiner of the Commission theretofore duly designated by it, in support of the allegations of said complaint and in opposition thereto, briefs filed herein, and oral arguments by S. Brodyne Teu, II, counsel for the Commission, and by James H. Rogers, counsel for the respondent, and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

*It is ordered,* That the respondent, Kendall Company, a corporation, trading as Bauer and Black or trading under any other name, its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of its products designated as Blue Jay Corn Plasters, Blue Jay Bunion and Callus Plasters, and Blue Jay Liquid Corn Remover, or any

<sup>1</sup> 3 F.R. 1096.

other products of substantially the same composition and intended for the same use and purposes, sold under any other name or designation, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

1. Representing that corns have a root or roots;

2. Representing that respondent's products will prevent the formation or recurrence of corns or calluses;

3. Representing that any of respondent's products constitute a new treatment for corns, calluses or bunions;

4. Representing that respondent's products will instantly stop the pain caused by corns or calluses.

*It is further ordered,* That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,  
Secretary.

[F. R. Doc. 40-5646; Filed, December 16, 1940; 11:11 a. m.]

[Docket No. 3987]

## PART 3—DIGEST OF CEASE AND DESIST ORDERS

## IN THE MATTER OF VULCAN LAMP WORKS, INC.

§ 3.69 (b) (16) *Misrepresenting one-self and goods—Goods—Source or origin—Place—Imported produce or parts as domestic:* § 3.71 (b) *Neglecting, unfairly or deceptively, to make material disclosure—Imported product or parts as domestic.* Representing, in connection with offer, etc., in commerce, of flash light lamps or bulbs, or any other incandescent electric lamps, (1) in any manner that flash light lamps or other incandescent electric lamps are made or manufactured in the United States, when in fact such lamps or the basic parts thereof are manufactured in countries other than the United States, or (2) through failure to disclose that the basic parts of flash light lamps or other incandescent electric lamps are manufactured in countries other than the United States, that such lamps are wholly of American manufacture, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Vulcan Lamp Works, Inc., Docket 3987, December 2, 1940]

§ 3.66 (k) (4) *Misbranding or mislabeling—Source or origin—Place—Imported product or parts as domestic.* Using, in connection with offer, etc., in commerce, of flash light lamps or bulbs, or any other incandescent electric lamps, the words "Made in U. S. A." or "American Made for American Trade", or any other word or words of similar import or

meaning, to designate, describe or refer to any flash light bulbs or other incandescent electric light bulbs, the basic parts of which are manufactured in any country other than the United States, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Vulcan Lamp Works, Inc., Docket 3987, December 2, 1940]

At a regular session of the Federal Trade Commission held at its office in the City of Washington, D. C., on the 2d day of December, A. D. 1940.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of the respondent, in which answer respondent admits all the material allegations of fact set forth in said complaint and states that it waives all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and its conclusion that respondent has violated the provisions of the Federal Trade Commission Act;

*It is ordered,* That the respondent, Vulcan Lamp Works, Inc., a corporation, its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of flash light lamps or bulbs, or any other incandescent electric lamps, in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Representing in any manner that flash light lamps or other incandescent electric lamps, are made or manufactured in the United States, when in fact such lamps or the basic parts thereof are manufactured in countries other than the United States;

(2) Representing, through failure to disclose that the basic parts of flash light lamps or other incandescent electric lamps are manufactured in countries other than the United States, that such flash light lamps or other incandescent electric lamps are wholly of American manufacture;

(3) Using the words "Made in U. S. A." or "American Made for American Trade", or any other word or words of similar import or meaning, to designate, describe or refer to any flash light bulbs or other incandescent electric light bulbs the basic parts of which are manufactured in any country other than the United States.

*It is further ordered,* That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,  
Secretary.

[F. R. Doc. 40-5647; Filed, December 16, 1940; 11:11 a. m.]



[Docket No. 4241]

PART 3—DIGEST OF CEASE AND DESIST  
ORDERSIN THE MATTER OF SCHOLL MANUFACTURING  
COMPANY, INC.

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly—Results.* Disseminating, etc., in connection with offer, etc., of respondent's products, "Dr. Scholl's Zino-Pads" and "Dr. Scholl's Kurotex Foot Plasters," whether sold under the same or any other names, any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of said preparations, which advertisements represent, directly or through inference, that the use of said "Dr. Scholl's Zino-Pads" stops pain instantly or in one minute, or that corns or callouses can be lifted out after the application of said product without the use of surgery or other aids, or that the use thereof is a cure or remedy for corns, callouses or bunions, or that said pads have healing properties; or that the use of said "Kurotex Foot Plasters" instantly relieves pain caused by corns, sore toes, callouses, bunions or tender spots on the feet caused by new or tight shoes, or gives any degree of relief for such conditions in excess of that which follows from the protection from outside pressure and friction, or gives any relief from such conditions except during the time that said "Kurotex Foot Plasters" are worn; prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Scholl Manufacturing Company, Inc., Docket 4241, December 2, 1940]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 2nd day of December, A. D. 1940.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of the respondent, in which answer respondent admits all the material allegations of fact set forth in said complaint, and states that it waives all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That respondent, Scholl Manufacturing Company, Inc., a corporation, its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of its products, "Dr. Scholl's Zino-Pads" and "Dr. Scholl's Kurotex Foot Plasters", whether sold under the same name or any other names, do forthwith cease and desist from directly or indirectly:

(1) Disseminating or causing to be disseminated any advertisement (a) by means of the United States mails, or (b) by any means in commerce as "commerce" is defined in the Federal Trade Commission Act, which advertisements represent, directly or through inference, that the use of said "Dr. Scholl's Zino-Pads" stops pain instantly, or in one minute; that corns or callouses can be lifted out after the application of said "Dr. Scholl's Zino-Pads" without the use of surgery or other aids; that the use of said "Dr. Scholl's Zino-Pads" is a cure or remedy for corns, callouses or bunions; that said "Dr. Scholl's Zino-Pads" have healing properties; or that the use of said "Kurotex Foot Plasters" instantly relieves the pain caused by corns, sore toes, callouses, bunions or tender spots on the feet caused by new or tight shoes, or gives any degree of relief for such conditions in excess of that which follows from the protection from outside pressure and friction, or gives any relief from such conditions except during the time that said "Kurotex Foot Plasters" are worn;

(2) Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase in commerce as "commerce" is defined in the Federal Trade Commission Act, of said "Dr. Scholl's Kurotex Foot Plasters", or of said "Dr. Scholl's Zino-Pads", which advertisements contain any of the representations prohibited in Paragraph 1 hereof.

It is further ordered, That the respondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL]

OTIS B. JOHNSON,  
Secretary.[F. R. Doc. 40-5650; Filed, December 16, 1940;  
11:13 a. m.]

[Docket No. 3849]

PART 3—DIGEST OF CEASE AND DESIST ORDER  
IN THE MATTER OF HOUSE OF ROYALSUN

§ 3.69 (b) (1) *Misrepresenting oneself and goods—Goods—Composition:* § 3.69

(b) (13) *Misrepresenting oneself and goods—Goods—Quality.* Representing, in any manner or by any means, in connection with offer, etc., in commerce, of textile fabrics and knitting yarns and other like articles of merchandise, (1) that respondents' products are composed of fibers or materials other than those of which such products are actually composed, or (2) that the quality, grade, material or character of their products are superior to or different from the actual quality, grade, material or character thereof, prohibited; subject to saving

proviso re 1939 Wool Products Act. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, House of Royalsun, Docket 3849, December 3, 1940]

§ 3.66 (a7) *Misbranding or mislabeling—Composition:* § 3.96 (a) (1) *Using misleading name—Goods—Composition.* Using, in connection with offer, etc., in commerce, of textile fabrics and knitting yarns and other like articles of merchandise, the unqualified words "tweed", "worsted", or "wool", or any other descriptive terms of similar import or meaning or otherwise indicative of wool, to describe, designate or in any way refer to any product which is not composed entirely of wool, prohibited; subject to the provision, however, that in the case of a fabric or product composed in part of wool and in part of other materials said words or other descriptive terms may be used to truthfully designate or describe the wool content when immediately accompanied by a word or words, in letters of at least equal size and conspicuousness, accurately describing or designating each constituent fiber or material thereof in the order of its predominance by weight, beginning with the largest single constituent; and to saving proviso re 1939 Wool Products Act. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, House of Royalsun, Docket 3849, December 3, 1940]

§ 3.66 (a7) *Misbranding or mislabeling—Composition:* § 3.96 (a) (1) *Using misleading name—Goods—Composition.* Using, in connection with offer, etc., in commerce, of textile fabrics and knitting yarns and other like articles of merchandise, the unqualified word "cashmere" or any other descriptive word of similar import or meaning or of similar spelling or phonetic sound to describe, designate or in any way refer to any product which is not composed entirely of the hair of the Cashmere goat, prohibited; subject to the provision, however, that in the case of a fabric or product composed in part of Cashmere wool and in part of other material said words or other descriptive terms may be used to truthfully designate or describe the Cashmere wool content when immediately accompanied by a word or words in letters of at least equal size and conspicuousness accurately describing or designating each constituent fiber or material thereof in the order of its predominance by weight beginning with the largest single constituent; and to saving proviso re 1939 Wool Products Act. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, House of Royalsun, Docket 3849, December 3, 1940]

§ 3.66 (a7) *Misbranding or mislabeling—Composition:* § 3.96 (a) (1) *Using misleading name—Goods—Composition.* Using, in connection with offer, etc., in commerce, of textile fabrics and knitting yarns and other like articles of merchan-



dise, the unqualified term "crepe" or any other descriptive term of similar import or meaning indicative of silk to describe, designate or in any manner refer to any fabric or product which is not composed wholly of silk, the product of the cocoon of the silk worm, prohibited; subject to the provision, however, that when said word or descriptive term is used truthfully to designate or describe the type of weave, construction or finish, such word shall be qualified by using in immediate connection and conjunction therewith, in letters of at least equal size and conspicuousness, a word or words clearly and accurately naming or describing the fibers or materials from which said products are made; and to saving proviso re 1939 Wool Products Act. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, House of Royalsun, Docket 3849, December 3, 1940]

§ 3.66 (a7) *Misbranding or mislabeling—Composition:* § 3.96 (a) (1) *Using misleading name—Goods—Composition.* Using, in connection with offer, etc., in commerce, of textile fabrics and knitting yarns, and other like articles of merchandise, the unqualified term "silk" or any other term or terms of similar import or meaning indicative of silk to describe or designate any fabric or product which is not composed wholly of silk, the product of the cocoon of the silk worm, prohibited; subject to the provision, however, that in the case of a fabric or product composed in part of silk and in part of materials other than silk, such term or similar terms may be used as descriptive of the silk content when immediately accompanied by a word or words accurately describing and designating each constituent fiber or material thereof in the order of its predominance by weight, beginning with the largest single constituent; and to saving proviso re 1939 Wool Products Act. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, House of Royalsun, Docket 3849, December 3, 1940]

§ 3.6 (c) *Advertising falsely or misleadingly—Composition of goods:* § 3.66 (a7) *Misbranding or mislabeling—Composition:* § 3.69 (b) (1) *Misrepresenting oneself and goods—Goods—Composition:* § 3.71 (a) *Neglecting, unfairly or deceptively, to make material disclosure—Composition.* Advertising, offering for sale or selling, in connection with offer, etc., in commerce, of textile fabrics and knitting yarns and other articles of merchandise, fabrics, garments, knitting yarns or other products comprised in whole or in part of rayon without clearly disclosing the fact that such fabrics or products are composed of rayon, prohibited; subject to the provision, however, that when such fabrics or products are composed in part of rayon and in part of other fibers or materials, such fibers or materials, including the rayon, shall be named in the order of their predominance by weight, beginning with the largest

single constituent, and to saving proviso re 1939 Wool Products Act. (Sec. 3, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, House of Royalsun, Docket 3849, December 3, 1940]

§ 3.6 (a) (20) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Personnel or staff.* Representing, in connection with offer, etc., in commerce, of textile fabrics and knitting yarns and other like articles of merchandise, that the respondents have in their employ an expert on fashion and design in knitting yarns, when they do not in fact have such a person in their employ, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, House of Royalsun, Docket 3849, December 3, 1940]

§ 3.6 (a) (21) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Plant and equipment.* Representing, in connection with offer, etc., in commerce, of textile fabrics and knitting yarns and other like articles of merchandise, that respondents operate a blocking and cleaning plant in connection with their business, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, House of Royalsun, Docket 3849, December 3, 1940]

§ 3.6 (a10) *Advertising falsely or misleadingly—Comparative data or merits:* § 3.6 (b) (1) *Advertising falsely or misleadingly—Competitors and their products—Competitors:* § 3.6 (b) (2) *Advertising falsely or misleadingly—Competitors and their products—Competitors' products:* § 3.6 (r) (1.1) *Advertising falsely or misleadingly—Prices—Comparative:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.48 (a) (7) *Disparaging competitors and their products—Competitors—Prices:* § 3.48 (b) (6) *Disparaging competitors and their products—Goods—Qualities or properties.* Representing, in connection with offer, etc., in commerce, of textile fabrics and knitting yarns and other like articles of merchandise, that any savings can be effected by the purchase of respondents' products in excess of such savings as actually can be so realized, prohibited. (Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, House of Royalsun, Docket 3849, December 3, 1940]

*In the Matter of Samuel R. Israel and Al Goldstein, Individuals and Copartners, Trading as House of Royalsun*

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 3d day of December, A. D. 1940.

This proceeding having been heard<sup>1</sup> by the Federal Trade Commission upon the complaint of the Commission, the answer

<sup>1</sup> 5 F.R. 51.

of respondents, testimony and other evidence taken before Robert S. Hall and Arthur F. Thomas, examiners of the Commission theretofore duly designated by it, in support of the allegations of said complaint and in opposition thereto, brief in support of the allegations of the complaint (respondents not having filed brief and oral argument not having been requested), and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act;

*It is ordered,* That the respondents, Samuel R. Israel and Al Goldstein, individually and trading as House of Royalsun, or trading under any other name, their representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of textile fabrics and knitting yarns and other like articles of merchandise in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Representing in any manner or by any means that respondents' products are composed of fibers or materials other than those of which such products are actually composed;

(2) Using the unqualified words "tweed", "worsted", or "wool", or any other descriptive terms of similar import or meaning or otherwise indicative of wool, to describe, designate or in any way refer to any product which is not composed entirely of wool: *Provided, however,* That in the case of a fabric or product composed in part of wool and in part of other materials said words or other descriptive terms may be used to truthfully designate or describe the wool content when immediately accompanied by a word or words in letters of at least equal size and conspicuousness accurately describing or designating each constituent fiber or material thereof in the order of its predominance by weight beginning with the largest single constituent;

(3) Representing in any manner or by any means that the quality, grade, material or character of respondents' products are superior to or different from the actual quality, grade, material or character of such products;

(4) Using the unqualified word "cashmere" or any other descriptive word of similar import or meaning or of similar spelling or phonetic sound to describe, designate or in any way refer to any product which is not composed entirely of the hair of the Cashmere goat; provided, however, that in the case of a fabric or product composed in part of Cashmere wool and in part of other material said words or other descriptive terms may be used to truthfully designate or describe the Cashmere wool content when immediately accompanied by a word or words in letters of at least equal size and conspicuousness accu-



ately describing or designating each constituent fiber or material thereof in the order of its predominance by weight beginning with the largest single constituent;

(5) Using the unqualified term "crepe" or any other descriptive term of similar import or meaning indicative of silk to describe, designate or in any manner refer to any fabric or product which is not composed wholly of silk, the product of the cocoon of the silk worm: *Provided, however,* That when said word or descriptive term is used truthfully to designate or describe the type of weave, construction or finish, such word shall be qualified by using in immediate connection and conjunction therewith, in letters of at least equal size and conspicuousness, a word or words clearly and accurately naming or describing the fibers or materials from which said products are made;

(6) Using the unqualified term "silk" or any other term or terms of similar import or meaning indicative of silk to describe or designate any fabric or product which is not composed wholly of silk, the product of the cocoon of the silk worm: *Provided,* That in the case of a fabric or product composed in part of silk and in part of materials other than silk, such term or similar terms may be used as descriptive of the silk content when immediately accompanied by a word or words accurately describing and designating each constituent fiber or material thereof in the order of its predominance by weight, beginning with the largest single constituent;

(7) Advertising, offering for sale or selling fabrics, garments, knitting yarns or other products composed in whole or in part of rayon without clearly disclosing the fact that such fabrics or products are composed of rayon, and when such fabrics or products are composed in part of rayon and in part of other fibers or materials such fibers or materials, including the rayon, shall be named in the order of their predominance by weight, beginning with the largest single constituent;

(8) Representing that the respondents have in their employ an expert on fashion and design in knitting yarns, when respondents do not in fact have such person in their employ;

(9) Representing that respondents operate a blocking and cleaning plant in connection with their business;

(10) Representing that any savings can be effected by the purchase of respondents' products in excess of such savings as actually can be so realized.

*It is further ordered,* That the respondents shall, within sixty days after service upon them of this order, file with the Commission a report in writing, setting forth in detail the manner and form in which they have complied with this order.

*It is further ordered,* That no provision contained in this order shall be construed

as authorizing or permitting, after July 14, 1941, the labeling of any wool product in any manner other than in strict conformity with the provisions of the Wool Products Labeling Act of 1939.

By the Commission.

[SEAL]

OTIS B. JOHNSON,  
Secretary.

[F. R. Doc. 40-5649; Filed, December 16, 1940;  
11:12 a. m.]

[Docket No. 4291]

PART 3—DIGEST OF CEASE AND DESIST  
ORDERS

IN THE MATTER OF ATLAS HEALTH APPLIANCE  
COMPANY

§ 3.6 (a) (1) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Authorities and personages connected with:*

§ 3.6 (a) (25) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—Qualifications:* § 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product:* § 3.6 (x) *Advertising falsely or misleadingly—Results:* § 3.6 (y) *Advertising falsely or misleadingly—Safety:* § 3.71 (e) *Neglecting, unfairly or deceptively, to make material disclosure—Safety.* Disseminating, etc., in connection with offer, etc., of respondent's device designated as "Atlas Short Wave Diathermy", or any other similar device, any advertisements by means of the United States mails, or in commerce, or by any means, to induce, etc., directly or indirectly, purchase in commerce, etc., of said device, which advertisements represent, directly or through inference, that respondent is trained or experienced in physical therapy or in the technique of diagnosing or treating pathological conditions; or that respondent's device, when used by the unskilled lay public, constitutes a scientific, safe, harmless or effective means or method for the treatment of sinus, neuralgia, infection, asthma, kidney and liver disorders, pneumonia, high blood pressure, arthritis, neuritis, anemia, and various other ailments and conditions, as in detail set forth in order, or that said device aids in killing bacteria; or which advertisements fail to reveal that the unsupervised use of said device by persons not skilled in the diagnosis, analysis, and methods of treatment of disease may result in serious and irreparable injury to health; prohibited.

(Sec. 5, 38 Stat. 719, as amended by Sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b) [Cease and desist order, Atlas Health Appliance Company, Docket 4291, December 4, 1940]

*In the Matter of Jacob L. Goldman, alias J. L. Coleman, an individual, trading as Atlas Health Appliance Company*

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 4th day of December, A. D. 1940.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of respondent, in which answer respondent admits all the material allegations of fact set forth in said complaint and states that he waives all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and its conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

*It is ordered,* That the respondent, Jacob L. Goldman, alias J. L. Coleman, an individual, trading as Atlas Health Appliance Company, or trading under any other name or names, his representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale or distribution of his device designated as "Atlas Short Wave Diathermy", or any other device of substantially similar construction, whether sold under the same name or any other name or names, do forthwith cease and desist from directly or indirectly:

1. Disseminating or causing to be disseminated any advertisement (a) by means of the United States mails, or (b) by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents, directly or through inference, that respondent is trained or experienced in physical therapy or in the technique of diagnosing or treating pathological conditions; that respondent's device when used by the unskilled lay public constitutes a scientific, safe, harmless or effective means or method for the treatment of:

Sinus, sinusitis, neuralgia, hay fever, headache, colds, boils, abscesses, carbuncles, infections, asthma, laryngitis, tonsillitis, throat irritations, chronic coughs, gastritis, colonic disorders, constipation, pleurisy, lumbago, kidney disorders, liver disorders, bronchitis, pneumonia, prostate disorders, inflammation of bladder, menstrual pains, pelvic inflammation, high blood pressure, arthritis, neuritis, inflamed joints, sprains, rheumatism, muscular ailments, insomnia, indigestion, anemia, or impetigo, or that said device aids in killing bacteria;

or which advertisement fails to reveal that the unsupervised use of said device by persons not skilled in the diagnosis, analysis, and methods of treatment of disease may result in serious and irreparable injury to health;

2. Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase in commerce, as "commerce" is defined by the Federal Trade Commission Act, of said device, which advertisement contains any of the representations prohibited in Paragraph 1 hereof; or which advertisement fails to reveal that the unsupervised use of said



device by persons not skilled in the diagnosis, analysis, and methods of treatment of disease may result in serious and irreparable injury to health.

It is further ordered, That the respondent shall, within ten (10) days after service upon him of this order, file with the Commission an interim report in writing, stating whether he intends to comply with this order, and, if so, the manner and form in which he intends to comply, and that within sixty (60) days after service upon him of this order said respondent shall file with the Commission a report in writing setting forth in detail the manner and form in which he has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,  
Secretary.

[F. R. Doc. 40-5648; Filed, December 16, 1940;  
11:12 a. m.]

# TITLE 30—MINERAL RESOURCES CHAPTER III—BITUMINOUS COAL DIVISION

## PART 324—MINIMUM PRICE SCHEDULE, DISTRICT NO. 4

[Docket No. A-92]

ORDER OF THE DIRECTOR GRANTING FINAL RELIEF IN THE MATTER OF THE PETITION OF THE PLEASANT VALLEY MINING COMPANY, MIDVALE COAL COMPANY, AND THE JAMES BROTHERS COAL COMPANY FOR REVISION OF EFFECTIVE MINIMUM PRICES ESTABLISHED FOR COAL PRODUCED IN THE COUNTIES OF HOLMES, CARROLL, STARK, AND TUSCARAWAS, DISTRICT NO. 4, AND SHIPPED BY TRUCK

An original petition, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937, having been duly filed with the Bituminous Coal Division on October 3, 1940 by the above-named parties, seeking revision of the effective minimum prices for the coal produced in Carroll, Holmes, Stark and Tuscarawas Counties, in Subdistrict 4 of District 4, and shipped by truck; and

Temporary relief pending final disposition of this proceeding having been granted by Order of the Director, dated October 26, 1940, revising the effective minimum prices for coals produced in Carroll, Holmes, Stark and Tuscarawas Counties, in Subdistrict 4 of District 4, and shipped by truck, as set forth in "Temporary Supplement No. 4 to Schedule of Effective Minimum Prices for District No. 4, for Truck Shipments", issued in accordance with said Order; and

A hearing having been held before an Examiner of the Bituminous Coal Division at a hearing room of the Division, at 734 Fifteenth Street NW., Washington, D. C., on November 12, 1940; and

The parties to this proceeding having waived the preparation and filing of a report by the Examiner, and the matter thereupon having been submitted to the Director; and

The Director having made Findings of Fact and Conclusions of Law in this matter, dated December 11, 1940, which are filed herewith;<sup>1</sup>

It is ordered, That the prayers for relief in said original petition of The Pleasant Valley Mining Company, Midvale Coal Company, and The James Brothers Coal Company are hereby granted, as follows:

From and after the date of this Order, the effective minimum prices for coals in Size Groups 4 and 5 produced in Holmes, Carroll, Stark and Tuscarawas Counties, in Subdistrict 4 of District 4, and shipped by truck, shall be the revised prices listed in "Temporary Supplement No. 4 to Schedule of Effective Minimum Prices for District No. 4, for Truck Shipments", heretofore issued in accordance with my Order of October 26, 1940; and

<sup>1</sup> Not filed as a part of the original document.

It is further ordered, That said Temporary Supplement shall, from and after the date hereof, constitute Supplement No. 3 to said Schedule of Effective Minimum Prices.

## SUPPLEMENT NO. 3 TO SCHEDULE OF EFFECTIVE MINIMUM PRICES FOR DISTRICT NO. 4

### FOR TRUCK SHIPMENTS

NOTE: The material in this Supplement is to be read in the light of the instructions, exceptions and other provisions contained in Price Schedule No. 1 for this District and Supplements thereto. This Supplement contains minimum prices for coals shipped by truck in Carroll, Holmes, Stark and Tuscarawas Counties and supersedes the minimum prices appearing in Price Schedule No. 1 and Supplement No. 2 for these counties for truck shipments. Effective forthwith and continuing until further Order of the Director.

### § 324.24 General Prices in Cents Per Net Ton For Shipment into All Market Areas.

	Base sizes							
	6-inch lump	3-, 4-, 5-inch lump	2-inch lump	2-by 4-inch egg; 2-by 5-inch egg	1½-inch lump; 1¼-by 4-inch egg	Mine run, nut and pea	2-inch by 0 slack	¾-inch by 0 slack
	1	2	3	4	5	6	7	8
Refer to price schedule No. 1 of effective minimum prices for district No. 4—make the following changes:								
Subdistrict No. 4—Carroll County—prices now shown for all code members listed read	285 275	275 265	260 250	235 225	230 220	220 220	190 190	180 180
Substitute in lieu thereof the following minimum prices	285 275	275 265	260 250	235 235	235 235	220 220	190 190	180 180
Subdistrict No. 4—Holmes County—prices now shown for all code members listed read	275 265	265 250	250 225	225 220	220 210	210 190	180 180	180 180
Substitute in lieu thereof the following minimum prices	285 275	275 265	260 250	235 235	230 220	220 210	190 190	180 180
Subdistrict No. 4—Stark County—prices now shown for all code members listed read	275 265	265 250	250 225	225 220	220 210	210 190	180 180	180 180
Substitute in lieu thereof the following minimum prices	285 275	275 265	260 250	235 235	235 220	220 210	190 190	180 180
Subdistrict No. 4—Tuscarawas County—prices now shown for all code members listed read	340 330	330 315	315 290	290 285	285 275	275 235	235 225	225 225
Substitute in lieu thereof the following minimum prices	285 275	275 265	260 250	235 235	235 220	220 210	190 190	180 180
Subdistrict No. 4—Tuscarawas County—prices now shown for all code members listed read	285 275	275 265	260 250	235 225	230 220	220 210	190 190	180 180
Substitute in lieu thereof the following minimum prices	285 275	275 265	260 250	235 235	235 220	220 210	190 190	180 180
Refer to supplement No. 2 to price schedule No. 1 of effective minimum prices for district No. 4—make the following changes:								
Subdistrict No. 4—Carroll County—prices now shown for all code members listed read	275	265	250	225	220	220	190	180
Substitute in lieu thereof the following minimum prices	275	265	250	235	235	220	190	180
Subdistrict No. 4—Holmes County—prices now shown for all code members listed read	275	265	250	225	220	220	190	180
Substitute in lieu thereof the following minimum prices	275	265	250	235	235	220	190	180
Subdistrict No. 4—Stark County—prices now shown for all code members listed read	275	265	250	225	220	220	190	180
Substitute in lieu thereof the following minimum prices	285	275	260	235	235	220	190	180
Subdistrict No. 4—Tuscarawas County—prices now shown for all code members listed read	275	265	250	225	220	220	190	180
Substitute in lieu thereof the following minimum prices	285	275	260	235	235	220	190	180

Dated: December 11, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5619; Filed, December 12, 1940; 11:33 a. m.]



TITLE 49—TRANSPORTATION AND  
RAILROADSCHAPTER I—INTERSTATE COM-  
MERCE COMMISSION

ORDER IN THE MATTER OF THE POSTPONE-  
MENT OF THE TAKING EFFECT OF SEC-  
TIONS 304 (c), 305 TO 308, INCLUSIVE, 309  
(a) AND (f), 313 TO 318, INCLUSIVE, 320,  
321, AND 322 OF THE INTERSTATE COM-  
MERCE ACT, AS AMENDED BY THE TRANS-  
PORTATION ACT OF 1940

At a General Session of the Interstate  
Commerce Commission, held at its office  
in Washington, D. C., on the 13th day  
of December, A. D. 1940.

It appearing, That by section 202 of  
the Transportation Act of 1940, the Com-  
mission is authorized and directed, if  
found by it necessary or desirable in the  
public interest, to postpone the taking  
effect of any of the provisions enum-  
erated in said section, namely, sections 304  
(c), 305 to 308, inclusive, 309 (a) and  
(f), 313 to 318, inclusive, 320, 321, and  
322 of the Interstate Commerce Act to  
such time after the first day of January,  
1941, but not beyond the first day of  
April 1942, as the Commission shall, by  
general or special order, prescribe;

And it further appearing, That post-  
ponement of the taking effect of the  
provisions referred to in the next preced-  
ing paragraph is necessary and desirable  
in the public interest and the Commis-  
sion, on the date hereof, having so  
found:

It is ordered, That the date for the  
taking effect of the provisions of sections  
304 (c), 305, 306 (a) to (d), inclusive,  
307 (a) to (g), inclusive, 308, 309 (a)  
and (f), 313 to 318, inclusive, 320, 321,  
and 322 of the Interstate Commerce Act  
be, and it is hereby, postponed to the  
1st day of February, A. D. 1941.

It is further ordered, That the date  
for the taking effect of the provisions  
of sections 306 (e) and 307 (h) and (i)  
of the Interstate Commerce Act, be,  
and it is hereby, postponed to the 1st  
day of March, A. D. 1941.

And it is further ordered, That notice  
of such postponements be given to water  
carriers subject to Part III of the  
Interstate Commerce Act and to the pub-  
lic by depositing a copy of this order in  
the office of the Secretary of the Com-  
mission, at Washington, D. C.

By the Commission.

[SEAL]

W. P. BARTEL,  
Secretary.

[F. R. Doc. 40-5659; Filed, December 16, 1940;  
11:51 a. m.]

## Notices

## WAR DEPARTMENT.

[Contract No. W 6313 qm-245; O. I. No. 14]

SUMMARY OF COST-PLUS-A-FIXED-FEE  
CONSTRUCTION CONTRACT

CONTRACTOR: WHITTENBERG CONSTRUCTION  
CO., STRUCK CONSTRUCTION COMPANY,  
HIGHLAND COMPANY, INC., AND GEORGE M.  
EADY COMPANY

Fixed-fee: \$164,677.00.

Contract for: Construction of a Can-  
tonment Camp, including necessary  
buildings, temporary structures, utilities  
and appurtenances thereto.

Place: Fort Knox, Kentucky.

Estimated cost of project: \$4,638,766.00.

The supplies and services to be obtained  
by this instrument are authorized by, are  
for the purpose set forth in, and are  
chargeable to the following procurement  
authorities, the available balances of  
which are sufficient to cover the cost of  
the same:

QM 7543 P1-3211 A 0540.068-N.

This Contract, entered into this 26th  
day of October, 1940.

*Statement of work.* The Contractor  
shall, in the shortest possible time, fur-  
nish the labor, materials, tools, ma-  
chinery, equipment, facilities, supplies not  
furnished by the Government, and serv-  
ices, and do all things necessary for the  
completion of the following work: Con-  
struction of a Cantonment Camp, includ-  
ing necessary buildings at Fort Knox,  
Kentucky.

It is estimated that the total cost of  
the construction work covered by this  
contract will be approximately four mil-  
lion six hundred thirty-eight thousand  
seven hundred and sixty-six dollars (\$4,-  
638,766.00), exclusive of the Contractor's  
fee.

In consideration for his undertaking  
under this contract the Contractor shall  
receive the following:

(a) Reimbursement for expenditures  
as provided in article II.

(b) Rental for Contractor's equipment  
as provided in article II.

(c) A fixed fee in the amount of one  
hundred sixty-four thousand six hundred  
and seventy-seven dollars (\$164,677.00)  
which shall constitute complete compen-  
sation for the Contractor's services, in-  
cluding profit and all general overhead  
expenses.

The Contracting Officer may, at any  
time, by a written order and without  
notice to the sureties, make changes in or  
additions to the drawings and specifica-  
tions, issue additional instructions, re-

quire additional work, or direct the  
omission of work covered by the contract.

The title to all work, completed or in  
the course of construction, shall be in the  
Government. Likewise, upon delivery at  
the site of the work or at an approved  
storage site and upon inspection and ac-  
ceptance in writing by the Contracting  
Officer, title to all materials, tools, ma-  
chinery, equipment and supplies, for  
which the Contractor shall be entitled  
to be reimbursed under article II, shall  
vest in the Government.

*Reimbursement for cost.* The Gov-  
ernment will currently reimburse the  
Contractor for expenditures made in ac-  
cordance with article II upon certifica-  
tion to and verification by the Contract-  
ing Officer of the original signed pay rolls  
for labor, the original paid invoices for  
materials, or other original papers.  
Generally, reimbursement will be made  
weekly but may be made at more fre-  
quent intervals if the conditions so  
warrant.

*Rental for contractor's equipment.*  
Rental as provided in article II for such  
construction plant or parts thereof as  
the Contractor may own and furnish  
shall be paid monthly upon presentation  
of proper vouchers.

*Payment of the fixed-fee.* The fixed-  
fee prescribed in article I shall be com-  
pensation in full for the services of the  
Contractor, including profit and all gen-  
eral overhead expenses. Ninety percent  
(90%) of said fixed-fee shall be paid as  
it accrues, in monthly installments based  
upon the percentage of the completion  
of the work as determined from esti-  
mates made and approved by the Con-  
tracting Officer. Upon completion of  
the work and its final acceptance, any  
unpaid balance of the fee shall be paid  
to the Contractor.

*Termination of contract by Govern-  
ment.* Should the Contractor at any  
time refuse, neglect, or fail to prosecute  
the work with promptness and diligence,  
or default in the performance of any of  
the agreements herein contained, or  
should conditions arise which make it  
advisable or necessary in the interest of  
the Government to cease work under this  
contract, the Government may terminate  
this contract by a notice in writing  
from the Contracting Officer to the  
Contractor.

This contract is authorized by the  
following law:

Public, No. 703—76th Congress,  
approved July 2, 1940.

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5627; Filed, December 14,  
1940; 9:55 a. m.]



[Contract No. W 535 ac-16528 (3986)]

SUMMARY OF COST-PLUS-A-FIXED-FEE  
SUPPLY CONTRACT

CONTRACTOR: FORD MOTOR COMPANY

Contract for: \* \* \* Aeronautical  
Engines, Spare Parts, and Data.

Estimated cost: \$116,498,520.00

Fixed-Fee: \$5,295,000.00 (Aeronautical  
Engines)Approximate Fixed-Fee: \$529,500.00  
(Spare Parts)

The supplies and services to be obtained by this instrument are authorized by, and for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover the cost of same:

AC 34 P 12-3037 A 0705-01---- \$79,624,770.00  
AC 26 P 81-3037 A 0705-01---- \$31,578,750.00  
AC 28 P 82-3037 A 0705-01---- \$11,119,500.00

This Contract, entered into this 31st day of October 1940.

ARTICLE 1. *Statement of work.* The Contractor shall, within the time specified in Article 4 hereof, manufacture, furnish and deliver to the Government the following articles:

Item 1 * * * Aeronautical Engines.....	\$79,800,000.00
Item 2 * * * Aeronautical Engines.....	26,100,000.00
Item 3 * * * Spare parts for * * * Aeronautical Engines.....	7,980,000.00
Item 4 * * * Spare parts for * * * Aeronautical Engines.....	2,610,000.00
Item 5 to 7, Inc. Break-downs and Data.....	8,520.00

Total Estimated Cost... 116,498,520.00

ART. 3. *Consideration.* The Government will pay the Contractor upon satisfactory delivery of all items specified in the contract, subject to partial payments as outlined in Article 6 hereof, the cost, plus a fixed fee of five million two hundred ninety five thousand dollars (\$5,295,000.00), for the aeronautical engines called for, and the cost plus a fixed fee for spare parts, which fee shall be approximately five hundred twenty nine thousand five hundred dollars (\$529,500.00).

For purposes of determining the amount payable under this contract, allowable items of cost will be determined by the Contracting Officer in accordance with Regulations for determination of the cost of performing a contract as promulgated by the Treasury Department in § 26.9 of Chapter I of Title 26 of Code of Federal Regulations, as contained in T. D. 5000 and approved by the Secretary of War, August 2, 1940.

ART. 5. *Changes.* The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

No. 244—2

ART. 6. *Payments: reimbursements for cost.* The Government will currently reimburse the Contractor for such expenditures made in accordance with Article 3 as may be approved or ratified and upon certification to and verification by the Contracting Officer of the original signed payrolls for labor, the original paid invoices for materials or other original papers.

*Payment of the fixed fee.* Ninety percent (90%) of the Fixed fee of five percentum (5%) set forth in paragraph (a) of Article 3 hereof shall be paid as it accrues, in monthly installments based upon the percentage that the cost of partial performance to date bears to the total estimated cost of fully performing the contract, as determined from estimates made and approved by the Contracting Officer.

ART. 9. *Termination of contract by Government.* Should the Contractor at any time refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government that work be discontinued under this contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

ART. 17. *Title to property where partial payments are made.* The title to all property upon which any partial payment is made prior to the completion of this contract, shall vest in the Government.

ART. 19. *Fire insurance.* The Contractor agrees to insure against fire all property in its possession upon which a partial payment is about to be made, such insurance to be in a sum at least equal to the amount of such payment plus all other partial payments.

ART. 31. *Special provision.* After the Contractor has manufactured under this contract, a total of \* \* \* engines of substantially the type and model herein specified, or at such other date as may be mutually agreed upon by the parties hereto, the Contractor, on the basis of the experience or other bases for negotiation of prices obtained, will endeavor to reach an agreement with the Government upon a definite price to be paid by the Government as per unit, in lieu of the cost plus fixed fee herein otherwise provided for.

ART. 32. Upon completion or termination of this contract all tools, dies, jigs and fixtures, the cost of which is allowable as provided in sub-paragraph (5) paragraph (b) Article 3 hereof, and which are not worn out or expended in the performance of this contract, shall become the property of the Government.

ART. 34. The following additional agreements are hereby incorporated into this contract: It is understood that notwithstanding recitation herein, the Emergency Plant Facilities Contract and the

license agreement mentioned in Article 28 hereof have not been finally executed as of the date of the signature of the Contractor hereto, and that the execution of both such documents in the near future is in the contemplation of the parties. It is, therefore, agreed that, unless both such documents are executed within \* \* \* days from the date hereof, the Government shall, at the request of the Contractor, terminate this contract in the manner provided in Article 9 hereof for termination for the convenience of the Government. It is further understood that should the Emergency Plant Facilities Contract be terminated before full performance of this contract, the Government shall, at the request of the Contractor, terminate this contract in the manner provided in Article 9 hereof for the termination for the convenience of the Government.

This contract is authorized under the provisions of Sec. 1 (a), Act of July 2, 1940, and Sec. 2 (a), Act of June 28, 1940.

NEAL H. MCKAY,

Major, Quartermaster Corps,

Assistant to the Director of  
Purchases and Contracts.[F. R. Doc. 40-5620; Filed, December 14, 1940;  
9:52 a. m.][Contract No. W 6313 qm-244; O. I. No. 13]  
SUMMARY OF COST-PLUS-A-FIXED-FEE  
ARCHITECT-ENGINEER SERVICESARCHITECT-ENGINEER: HAVENS AND EMERSON,  
LEADER BUILDING, CLEVELAND, OHIO

Amount fixed fee: \$30,470.00.

Estimated cost of construction project:  
\$4,763,443.00.

Type of construction project: Construction of a cantonment camp, including necessary buildings, temporary structures, utilities and appurtenances thereto.

Location: Fort Knox, Kentucky.

Type of service: Architect-Engineer.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 7542 P1-3211 A 0540.068-N, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 31st day of October 1940.

*Description of the work.* The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction of a cantonment camp, including buildings, at Fort Knox, Kentucky, and estimated to cost \$4,763,443.00.

*Data to be furnished by the Government.* The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside util-



ities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

**Fixed-fee and reimbursement of expenditures.** In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following:

A fixed fee in the amount of thirty thousand four hundred seventy dollars (\$30,470.00) which shall constitute complete compensation for the Architect-Engineer's services.

Reimbursement for the following expenditures: The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1 b. (2) above.

Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified payrolls, receipted bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

**Changes in scope of project.** The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

**Termination for cause or for convenience of the Government.** The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public No. 309—76th Congress, approved August 7, 1939.

Public No. 703—76th Congress, approved July 2, 1940.

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5626; Filed, December 14, 1940;  
9:55 a. m.]

[Contract No. W 6128 qm-1; O. I. No. 1-41]

#### SUMMARY OF COST-PLUS-A-FIXED-FEE ARCHITECT-ENGINEER SERVICES

ARCHITECT-ENGINEER: HENTZ, ADLER & SHUTZE, CANDLER BUILDING WITH NEW-COME & BOYD, TRUST COMPANY OF GEORGIA BUILDING, ATLANTA, GEORGIA.

Amount Fixed-Fee: \$34,340.

Estimated cost of construction project: \$5,400,540.

Type of construction project: Construction of a Replacement Center, including necessary buildings, temporary

structures, utilities and appurtenances thereto.

Location: Macon, Georgia.

Type of service: Architectural-Engineering.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to, Procurement Authority No. QM 7915 Pl-3211 A 0540.068-N, the available balance of which is sufficient to cover the cost of same.

This contract, entered into this 2nd day of November 1940.

**Description of the work.** The Architect-Engineer shall perform all the necessary services provided under this contract for the following described project: Construction of a Replacement Center at Macon, Georgia, and estimated to cost \$5,400,540.

**Data to be furnished by the Government.** The Government shall furnish the Architect-Engineer available schedules of preliminary data, layout sketches, and other information respecting sites, topography, soil conditions, outside utilities and equipment as may be essential for the preparation of preliminary sketches and the development of final drawings and specifications.

**Fixed-fee and reimbursement of expenditures.** In consideration for his undertakings under the contract, the Architect-Engineer shall be paid the following:

A fixed fee in the amount of thirty-four thousand three hundred forty dollars (\$34,340) which shall constitute complete compensation for the Architect-Engineer's services.

Reimbursement for the following expenditures: The actual cost of expenditures made by the Architect-Engineer under the provisions of Article IV and Article VII of this contract, subject to the provisions of paragraph 1 b. (2) above.

Payments shall be made on vouchers approved by the Contracting Officer on standard forms, as soon as practicable after the submission of statements, with original certified pay rolls, receipted bills for all expenses including materials, supplies and equipment, and all other supporting data and the amount of the Architect-Engineer's fixed fee earned.

All drawings, specifications, and blue prints are to become the property of the Government on completion of payments.

**Changes in scope of project.** The Contracting Officer may at any time, by a written order, make changes in the scope of the work contemplated by this contract.

**Termination for cause or for convenience of the Government.** The Government may terminate this contract at any time and for any cause by a notice in writing from the Contracting Officer to the Architect-Engineer.

This contract is authorized by the following laws:

Public No. 309—76th Congress, approved August 7, 1939.

Public No. 703—76th Congress, approved July 2, 1940.

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5623; Filed, December 14, 1940;  
9:53 a. m.]

[Contract No. W 852 ORD-6667]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: COLT'S PATENT FIRE ARMS  
MANUFACTURING COMPANY

Contract for: Pistols, Automatic, Caliber \* \* \* and Essential Extra Parts. Amount, \$1,014,869.25.

Place: Springfield Armory, Springfield, Massachusetts.

This Contract, entered into this 7th day of November 1940.

**Scope of this contract.** The contractor shall furnish and deliver the following items:

(a) \* \* \* Pistols, Automatic, Caliber \* \* \*

(b) Essential Extra Parts

for the consideration stated \$1,014,869.25, in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

**Changes.** Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

**Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**Bond.** The contractor agrees to furnish a performance bond in the amount of ten percent (10%) of the consideration of this contract as security for the faithful performance thereof.

**Delays—Liquidated damages.** If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1b, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof



the contractor shall pay to the Government, as fixed, agreed, and liquidated damages for each calendar day of delay in making delivery, \* \* \* percent based on the contract price of the items undelivered, but not to exceed \* \* \* percent of the cost of each item upon which liquidated damages are assessed, and the contractor and his sureties shall be liable for the amount thereof.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following Procurement Authorities, the available balances of which are sufficient to cover cost of same:

ORD-6573-P11-3030-A1005-01.... \$796,285.00  
ORD-6573-P2-3030-A1005-01.... 218,584.25

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5621; Filed, December 14, 1940;  
9:52 a. m.]

[Contract No. W 740 ORD-2102]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: AMERICAN CAR AND FOUNDRY  
COMPANY

Contract for: Forgings for Shell, \* \* \*  
Amount, \$6,040,000.00.

Place: Rochester Ordnance District,  
1132 Mercantile Bldg., Rochester, New  
York.

The Forgings for Shell to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority ORD 6831 P11-0270 A 1005-01, the available balance of which is sufficient to cover cost of same.

This contract, entered into this 9th day of November 1940.

**Scope of this contract.** The contractor shall furnish and deliver \* \* \* Forgings for Shell, \* \* \*, for the consideration stated, six million forty thousand dollars (\$6,040,000.00), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

**Changes.** Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

**Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Payments will be made on partial deliveries accepted by the Government when requested by the contractor, whenever such payments would equal or exceed

either \$1,000 or 50 percent of the total amount of the contract.

**Quantities.** The Government reserves the right to increase the quantity on this contract by as much as \* \* \*, and at the unit price specified in Article 1.

**Performance bond.** Contractors shall be required to furnish a performance bond in duplicate in the sum of ten percentum of the total amount of this contract with surety or other security acceptable to the Government to cover the successful completion of this contract.

**Liquidated damages.** If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof, the contractor shall pay to the Government, as fixed, agreed, and liquidated damages \* \* \* of the contract price of the undelivered portion for each day of delay in making delivery beyond the dates set forth in the contract for deliveries with a maximum liquidated damage charge of \* \* \* per cent, and the contractor and his sureties shall be liable for the amount thereof.

**Place of manufacture.** The contractor will perform the work under this contract in the factory or factories listed below:

American Car and Foundry Company  
Plant.

Buffalo, New York.

This contract is authorized by the Act of July 2, 1940, (Public No. 703, 76th Congress).

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5622; Filed, December 14,  
1940; 9:53 a. m.]

[Contract No. W 6128 qm-2; O.I. No. 2-41]

#### SUMMARY OF COST-PLUS-A-FIXED-FEE CONSTRUCTION CONTRACT

CONTRACTOR: BEERS CONSTRUCTION COMPANY, AND W. L. COBB CONSTRUCTION COMPANY, 70 ELLIS STREET, N. E., ATLANTA, GEORGIA, AND 106 E. PONCE DE LEON AVENUE, DECATUR, GEORGIA, RESPECTIVELY

Fixed-fee: \$178,085.00.

Contract for: Construction of a Replacement Center, including necessary buildings, temporary structures, utilities and appurtenances thereto.

Place: Macon, Georgia.

Estimated cost of project: \$5,222,455.00.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of the same:

QM 7916 P1-3211 A 0540.068-N.

This contract, entered into this 15th day of November 1940.

**Statement of work.** The Contractor shall, in the shortest possible time, furnish the labor, materials, tools, machinery, equipment, facilities, supplies not furnished by the Government, and services, and do all things necessary for the completion of the following work: Construction of a Replacement Center at Macon, Georgia.

It is estimated that the total cost of the construction work covered by this contract will be approximately five million two hundred twenty-two thousand four hundred fifty-five dollars (\$5,222,455.00), exclusive of the Contractor's fee.

In consideration for his undertaking under this contract the Contractor shall receive the following:

(a) Reimbursement for expenditures as provided in article II.

(b) Rental for Contractor's equipment as provided in article II.

(c) A fixed fee in the amount of one hundred seventy-eight thousand eighty-five dollars (\$178,085.00) which shall constitute complete compensation for the Contractor's services, including profit and all general overhead expenses.

The Contracting Officer may, at any time, by a written order and without notice to the sureties, make changes in or additions to the drawings and specifications, issue additional instructions, require additional work, or direct the omission of work covered by the contract.

The title to all work, completed or in the course of construction, shall be in the Government. Likewise, upon delivery at the site of the work or at an approved storage site and upon inspection and acceptance in writing by the Contracting Officer, title to all materials, tools, machinery, equipment and supplies, for which the Contractor shall be entitled to be reimbursed under article II, shall vest in the Government.

**Reimbursement for cost.** The Government will currently reimburse the Contractor for expenditures made in accordance with article II upon certification to and verification by the Contracting Officer of the original signed pay rolls for labor, the original paid invoices for materials, or other original papers. Generally, reimbursement will be made weekly but may be made at more frequent intervals if the conditions so warrant.

**Rental for contractor's equipment.** Rental as provided in article II for such construction plant or parts thereof as the Contractor may own and furnish shall be paid monthly upon presentation of proper vouchers.

**Payment of the fixed-fee.** The fixed-fee prescribed in article I shall be compensation in full for the services of the Contractor, including profit and all general overhead expenses. Ninety percent (90%) of said fixed-fee shall be paid as it accrues, in monthly installments based upon the percentage of the completion of the work as determined from estimates made and approved by the Contracting Officer. Upon completion of



the work and its final acceptance, any unpaid balance of the fee shall be paid to the Contractor.

**Termination of contract by Government.** Should the Contractor at any time refuse, neglect, or fail to prosecute the work with promptness and diligence, or default in the performance of any of the agreements herein contained, or should conditions arise which make it advisable or necessary in the interest of the Government to cease work under the contract, the Government may terminate this contract by a notice in writing from the Contracting Officer to the Contractor.

This contract is authorized by the following laws:

Public No. 309—76th Congress, approved August 7, 1939.

Public No. 703—76th Congress, approved July 2, 1940.

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5624; Filed, December 14, 1940;  
9:54 a. m.]

[Contract No. W227-sc-2661; File No. 1905-  
NY-41; OCSO-DP-41-735]

#### SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: FEDERAL TELEGRAPH COMPANY,  
200 MT. PLEASANT AVENUE, NEWARK, NEW  
JERSEY

Contract for: Transmitting Components for Radio Set \* \* \* and associated equipment.

Amount: \$1,336,030.11.

Place: New York Signal Corps Procurement District, 1st Avenue and 58th Street, Brooklyn, New York.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority SC-1313-P-5-3053-A-0605-01, the available balance of which is sufficient to cover the cost of same.

This Contract, entered into this 20th day of November 1940.

**ARTICLE 1. Scope of this contract.** The contractor shall furnish and deliver to the Government the articles as set forth more particularly in Article 16 hereof, for the consideration stated, One million three hundred thirty six thousand thirty dollars and eleven cents (\$1,336,030.11), in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

**ART. 2. Changes.** Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

**ART. 8. Payments.** The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

**ART. 16. Articles and supplies called for.** The contractor shall furnish and deliver to the Government all of the following:

Item 1, * * * Transmitting Components for Radio Set, total.....	\$1,262,771.64
Item 2, * * * Instruction Book for Transmitting Components of Radio Set, total.....	2,202.00
Item 3, * * * Spare Parts Group for Item 1 above, total.....	70,399.75
Item 4, * * * Manufacturer's Drawings and Specifications covering all parts listed in Item 1, total.....	120.32
Item 5, * * * Crystals, each mounted in a crystal holder to fit in and provide proper operation of Radio Transmitter, total.....	334.00
Item 6, * * * Preliminary Instructions for Transmitting Components of Radio Set, total.....	202.40
Total.....	1,336,030.11

**ART. 20. Performance bond.** Bond, with surety satisfactory to the contracting officer, guaranteeing the faithful performance of the provisions of this contract shall be furnished herewith in the sum of fifteen (15%) percent of the total consideration of this contract.

Amount: \$200,404.52

**ART. 22. Delays—Liquidated damages.** If the contractor refuses or fails to make delivery of the materials or supplies within the time specified in Article 1, or any extension thereof, the actual damage to the Government for the delay will be impossible to determine, and in lieu thereof the contractor shall pay to the Government, as fixed, agreed, and liquidated damage for each calendar day of delay in making delivery, the amount as set forth in the specifications or accompanying papers, and the contractor and his sureties shall be liable for the amount thereof.

The amount of such liquidated damages will be \* \* \* per cent of the total contract price of all materials or supplies not delivered within the time specified for each and every calendar day of delay in making delivery of such materials or supplies, *Provided*, That in the event the amount of such liquidated damages so computed is less than \$10 per day for any one day liquidated damages shall be assessed and paid in the sum of \$10 for each and every calendar day of such delay in making deliveries as specified.

In the event of any Liquidated Damages accruing as a result of this contract, the total amount of such Liquidated Damages shall not exceed fifteen per cent of the total amount of this contract, including any increase applying thereto.

**ART. 23. Termination when contractor not in default.** If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

**ART. 27. Increase option.** The Government reserves the right at any time within \* \* \* calendar days from and after date of receipt by the contractor of the executed number of this contract to increase the quantity or quantities of the supplies called for herein.

Award made pursuant to the authority contained under Section 1 (a) of the Act of Congress approved July 2, 1940 (Pub. No. 703, H. R. 9850).

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5625; Filed, December 14, 1940;  
9:54 a. m.]

[Serial No. 3394 Date 9/26/40; Change No. 1;  
Contract No. W 535 ac-15785; Dated September 9, 1940]

#### Change Order

AIR CORPS MATERIEL DIVISION, WRIGHT  
FIELD, DAYTON, OHIO

CURTIS-WRIGHT CORPORATION — ST. LOUIS  
AIRPLANE DIVISION, ROBERTSON, MISSOURI

Change in Method of Payment.

Contract W 535 ac-15785 and Serial No. 3394.

In accordance with the provisions of Article 40 of the Contract W 535 ac-15785, a mutual agreement has been entered into by and between the parties hereto, for the fixing of a definite price to be paid by the Government to the Contractor per unit of articles called for under the terms of said contract in lieu of paying the Contractor the cost of performing such contract plus the fixed fee therein provided for.

In view of the foregoing, so much of Contract W 535 ac-15785 as provides for the payment of cost plus a fixed fee shall have no further force and effect, and it is mutually understood that upon the execution and approval of this Change Order, no sums of money shall be considered to have accrued to the Contractor under the terms of Contract W 535 ac-15785, or to be due and owing from the Government to the Contractor except as hereinafter provided.

The Procurement Authorities set forth on the Cover Sheet of said contract are deleted.



\* \* \* Airplanes, Cargo Type, called for under the terms of Item 1 of Article 1 of Contract W 535 ac-15785, shall be furnished and delivered to the Government at a total cost of \$11,375,662.00.

The spare parts for the Model \* \* \* Airplanes, called for under the terms of Item 2 of Article 1 of Contract W 535 ac-15785, as amended hereby, shall be furnished in a quantity not exceeding a cost of \$1,137,566.20, instead and in place of the total quantity called for under the terms of said Item 2 of Article 1 of Contract W 535 ac-15785.

\* \* \* direct reading dark brown negatives called for under the terms of Item 3 of Article 1 of Contract W 535 ac-15785, shall be furnished to the Government at a cost of \$4,280.00.

\* \* \* Handbook of Instructions called for under the terms of Item 4 of Article 1 of Contract W 535 ac-15785, shall be furnished to the Government at a cost of \$3,210.00.

\* \* \* bill of material covering the airplanes called for under the terms of Item 5 of Article 1 of Contract W 535 ac-15785, shall be furnished to the Government at a cost of \$2,675.00.

\* \* \* stress analysis and weight data called for under the terms of Item 6 of Article 1 of Contract W 535 ac-15785, shall be furnished at a cost of \$3,745.00.

\* \* \* photographic negatives and proof prints called for under the terms of Item 7 of Article 1 of Contract W 535 ac-15785, shall be furnished at a cost of \$38.52.

**Advance payments.** Advance payments may be made from time to time for the supplies called for, when the Secretary of War deems such action necessary in the interests of the National Defense.

**Partial payments.** Partial payments will be made as the work progresses at the end of each calendar month or as soon thereafter as practicable on authenticated statements of expenditures of the Contractor approved by the Contracting Officer.

**Plant facilities contingency.** It is understood and agreed that certain plant facilities in addition to those now available to the Contractor will be required by the Contractor to enable him to comply with the delivery schedules contained in said Contract W 535 ac-15785. If an agreement satisfactory to the Contractor, providing for the construction or acquisition of such facilities, is not entered into and, if required, approved on or before \* \* \*, then and in such event negotiations shall, at the written request of the Contractor, delivered to the Contracting Officer, be entered into, for the amendment of such delivery schedules. If no agreement on such amendment be reached within \* \* \* days from the date of delivery of such request, then the Contractor shall have the right, at any time thereafter and prior to the execution and approval, if required, of an agreement providing for the facilities required as hereinbefore stated, to demand

in writing of the Contracting Officer that the Government terminate this contract upon the terms and conditions herein-after stated in the clause permitting termination when the Contractor is not in default, and the Government agrees in such event to so terminate.

**Price adjustment.** The contract prices stated in this Change Order for airplanes and spare parts are subject to adjustments for changes in labor and material costs.

It is expressly agreed that quotas for labor will not be altered on account of delays in the completion of airplanes and spare parts.

**Termination when contractor not in default.** If, in the opinion of the Contracting Officer, upon the approval of The Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the Contracting Officer to the contractor.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in and are chargeable to Procurement Authority

AC 34 P-12-3037-A0705-01--- \$11,389,610.52  
AC 28 P-82-3037-A0705-01--- 1,137,566.20

the available balance of which is sufficient to cover cost of same.

This contract authorized under the provisions of Section 1 (a), Act of July 2, 1940, Public 703, 76th Congress.

NEAL H. MCKAY,  
Major, Quartermaster Corps,  
Assistant to the Director of  
Purchases and Contracts.

[F. R. Doc. 40-5628; Filed, December 14, 1940;  
9:56 a. m.]

## DEPARTMENT OF THE INTERIOR.

### Bituminous Coal Division.

[Docket No. A-84]

PETITION OF DISTRICT BOARD 8 FOR REDUCTION IN CLASSIFICATION OF CERTAIN COALS PRODUCED BY CEDAR GROVE COLLIERIES, INC., AND KANAWHA BY-PRODUCTS COAL COMPANY

#### NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party:

It is ordered, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on January 21, 1941, at ten o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That Chas. S. Mitchell or any other officer or officers

of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before January 16, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to a petition of District Board 8 requesting a change in classification of coal from the Cedar Grove Mine of Cedar Grove Collieries, Inc., and from the Monarch Mine of the Kanawha By-Products Coal Company, both code members in District 8, in Size Groups 1 to 4 from "M" to "O," in Size Groups 11 to 14 from "C" to "D," and in Size Groups 18 to 21 from "F" to "G".

Dated: December 13, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5636; Filed, December 14, 1940;  
11:44 a. m.]

[Docket No. A-85]

PETITION OF DISTRICT BOARD 8 FOR RECLASSIFICATION OF CAMBRIA COAL COMPANY

#### NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;



*It is ordered,* That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on January 21, 1941, at ten o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

*It is further ordered,* That Chas. S. Mitchell or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before January 16, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to a petition of District Board 8 requesting that coal from the Royal Mine of Cambria Coal Company, a producer in District 8, in Size Group 22, be reduced in classification from "L" to "N".

Dated: December 13, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5637; Filed, December 14, 1940;  
11:44 a. m.]

[Docket No. A-113]

DISTRICT BOARD 8 FOR RECLASSIFICATION  
OF ALLEBURN COLLIERIES COMPANY

NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

*It is ordered,* That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on January 21, 1941, at ten o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

*It is further ordered,* That Chas. S. Mitchell or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to Section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before January 16, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to a petition of District Board 8 requesting that coal from the Alleburn mine of Alleburn Collieries Company, a producer in District 8, in Size Groups

18-21, be reduced in classification from "C" to "E".

Dated: December 13, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5635; Filed, December 14, 1940;  
11:43 a. m.]

[Docket No. A-173]

PETITION OF O. W. STEVENS, FRED TANO,  
ET AL., FOR REVISION OF THE EFFECTIVE  
MINIMUM PRICES OF CERTAIN MINES IN  
DISTRICT NO. 3 SELLING COAL FOR RE-  
SALE TO THE BETHLEHEM-FAIRMONT COAL  
COMPANY

NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named parties;

*It is ordered,* That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on January 6, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

*It is further ordered,* That W. A. Shipman or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before January 2, 1941.

All persons are hereby notified that the hearing in the above-entitled matter



and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the revision of the Effective Minimum Price Schedule for District No. 3, for Truck Shipments, to permit petitioners, the following code members: O. W. Stevens, Mine Index No. 941; Fred Tano, Mine Index No. 812; B. H. Huffman, Mine Index No. 634; Mike Triplett, Mine Index Nos. 850 and 937; Robert J. Hale and W. A. Rodeheaver, Mine Index No. 928; Guy A. Hardesty, Mine Index No. 21; Mack Crane, Mine Index No. 181; R. S. Shaffer, Mine Index No. 910; L. P. Pyles, Mine Index No. 954; Mike Sconish, Mine Index No. 976; Charles R. Davis, Mine Index No. 999; W. R. Bainbridge, Mine Index No. 508; and Carmer R. Warnick, Mine Index No. 185, to deliver their run of mine coal to the Bethlehem-Fairmont Coal Company at \$1.55 per ton.

Dated: December 13, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5632; Filed, December 14, 1940;  
11:42 a. m.]

[Docket No. A-261]

PETITION OF BITUMINOUS COAL PRODUCERS BOARD FOR DISTRICT NO. 23 FOR MODIFICATION IN SIZE GROUP DESCRIPTIONS OF SIZE GROUPS 4, 11, 14 AND 16 AND MODIFICATION AND CHANGE IN THE EFFECTIVE MINIMUM PRICES FOR SUBDISTRICTS C, D, E, F, G AND I OF DISTRICT NO. 23

#### NOTICE OF AND ORDER FOR HEARING

A petition, pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party;

It is ordered, That a hearing in the above-entitled matter under the applicable provisions of said Act and the rules of the Division be held on January 23, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That Chas. S. Mitchell or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, re-

quire the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before January 17, 1941.

All persons are hereby notified that the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to changing the size group descriptions for Size Group Nos. 4, 11, 14 and 16 in Price Schedule No. 1, District No. 23 and Supplements thereto, and for modification and change in the Effective Minimum Prices for coals produced in Subdistricts C, D, E, F, G, & I of District No. 23.

Dated: December 13, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5633; Filed, December 14, 1940;  
11:42 a. m.]

[Docket No. A-388, A-390, A-391]

PETITION OF DISTRICT BOARD 11 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR SIZE GROUPS 30 TO 32, WATER DEDUSTED SIZES, MINE INDEX 6, FAYETTE MINE, SNOW HILL COAL CORPORATION, HERETOFORE UNCLASSIFIED AND UNPRICED; PETITION OF DISTRICT BOARD 11 FOR THE ESTABLISHMENT OF TEMPORARY MINIMUM PRICES FOR 2,500 TONS OF SUBSTANDARD SIXTH VEIN COAL PRODUCED AT MINE INDEX 22, CLINTON MINE AND WASHED AT CHINOOK MINE, AYRSHIRE PATOKA COLLIERIES CORPORATION, HERETOFORE UNCLASSIFIED AND UNPRICED; PETITION OF DISTRICT BOARD 11 FOR THE ESTABLISH-

MENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR SIZE GROUPS 17 TO 25, MINE INDEX 82, STAUNTON MINE, TO BE WASHED AT CHINOOK MINE, AYRSHIRE PATOKA COLLIERIES CORPORATION, HERETOFORE UNCLASSIFIED AND UNPRICED

#### NOTICE OF AND ORDER FOR HEARING AND GRANTING TEMPORARY RELIEF

A petition in Docket No. A-388 was filed by District Board No. 11 with the Bituminous Coal Division, alleging that Snow Hill Coal Corporation, a code member in District 11, is equipped to water dedust certain sizes of coal produced at its Fayette Mine (Mine Index No. 6), and requesting that price classifications and minimum prices for water dedusted coals be established for this mine.

A petition in Docket No. A-390 was filed by District Board 11 with the Bituminous Coal Division alleging that the Ayrshire Patoka Collieries Corporation, a code member in District 11, has arranged to conduct experiments to determine the washability of the substandard Sixth Vein coals produced at its Clinton Mine (Mine Index No. 22) and that it proposes to ship approximately 2,500 tons of Sixth Vein coals from its Clinton Mine to the washing plant which will shortly be in operation at its Chinook Mine at Staunton, Indiana, and praying that minimum prices f. o. b. the Chinook Mine be established for this coal in Size Groups 17-25, inclusive.

A petition in Docket No. A-391 was filed by District Board No. 11 with the Bituminous Coal Division alleging that the Ayrshire Patoka Collieries Corporation is making arrangements to wash in the washing plant at the Chinook Mine the Brazil Block coals produced at its Staunton Mine (Mine Index No. 82) and praying that minimum prices be established for these coals in Size Groups 17-25, inclusive. The petitions in Docket Nos. A-388, A-390 and A-391 all refer to coals not heretofore classified and priced.

It is ordered, That the above-entitled matters in Dockets A-388 and A-391 be consolidated for hearing and that the hearing under the applicable provisions of said Act and the rules of the Division be held on February 26, 1941, at ten o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street NW., Washington, D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That W. A. Shipman or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matters. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers,



correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to Section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before February 21, 1940.

All persons are hereby notified that the hearing in the above-entitled matters and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

An informal conference regarding the temporary relief requested in the above-mentioned petitions was held on December 3, 1940, at Washington, D. C., on telegraphic notice to all interested persons, and no opposition to the relief requested in the petitions was interposed.

The Director having considered these petitions and the views expressed in support thereof by the petitioner at the informal conference and there having been no opposition to the granting of the temporary relief approved by the district board, and it appearing that the prices proposed by the petitioner are sufficiently high as to make it unlikely that any competitor will be injured;

Now, therefore, it is ordered, That a reasonable showing of necessity therefor having been made, pending final disposition of the petitions in the above-entitled matters, temporary relief is hereby granted as follows: Commencing forthwith the coals referred to in the schedule annexed hereto and made a part hereof shall be subject to the minimum prices as set forth therein; provided that with respect to Docket A-390 the temporary prices established shall be effective only for approximately 2,500 tons of coal and that the district board shall notify the Division when the sale of this coal has been completed.

Notice is hereby given that applications to stay, terminate or modify the temporary relief herein granted may be filed pursuant to the rules and regula-

tions governing practice and procedure before the Bituminous Coal Division and proceedings instituted pursuant to Section 4 II (d) of the Bituminous Coal Act of 1937.

Dated: December 13, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5638; Filed, December 14, 1940; 11:44 a. m.]

[Docket Nos. A-401 and A-424]

PETITION OF DISTRICT BOARD NO. 9 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES NOT HERETOFORE CLASSIFIED AND PRICED

ORDER OF CONSOLIDATION, NOTICE OF AND ORDER FOR HEARING, AND ORDER GRANTING TEMPORARY RELIEF

Petitions pursuant to the Bituminous Coal Act of 1937, having been duly filed with this Division by the above-named party; and

It appearing that the above-entitled matters raise analogous issues;

It is ordered, That the above-entitled matters be consolidated.

It is further ordered, That a hearing in the above-entitled matters under the applicable provisions of said Act and the rules of the Division be held on January 22, 1941, at 10 o'clock in the forenoon of that day, at a hearing room of the Bituminous Coal Division, 734 Fifteenth Street, N. W., Washington D. C. On such day the Chief of the Records Section in room 502 will advise as to the room where such hearing will be held.

It is further ordered, That W. A. Cuff or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matters. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition is supported or

opposed or on the basis of which other relief is sought. Any petitioner desiring a separate hearing on either of the petitions herein consolidated may file a motion for such separate hearing, setting forth the facts relied upon to show the necessity therefor. Such petitions of intervention or motions for separate hearing shall be filed with the Bituminous Coal Division on or before January 17, 1941.

All persons are hereby notified that the hearing in the above-entitled matters and any orders entered therein, may concern, in addition to the matters specifically alleged in the petition, other matters necessarily incidental and related thereto, which may be raised by amendment to the petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the establishment of effective minimum prices for the coals of certain mines, hereinafter referred to, located in District No. 9, for which coals price classifications and minimum prices have not heretofore been established.

It is further ordered, That a reasonable showing of the necessity therefor having been made, pending final disposition of the petitions in the above-entitled matters, temporary relief be, and it hereby is, granted as follows: Commencing forthwith, the coals referred to in the Temporary Supplements annexed hereto and made part hereof shall be subject to minimum prices as provided therein.

Notice is hereby given that applications to stay, terminate or modify the temporary relief herein granted may be filed pursuant to the rules and regulations governing practice and procedure before the Bituminous Coal Division and proceedings instituted pursuant to section 4 II (d) of the Bituminous Coal Act of 1937.

Dated: December 13, 1940.

[SEAL]

H. A. GRAY,  
Director.

[F. R. Doc. 40-5634; Filed, December 14, 1940; 11:43 a. m.]

General Land Office.

AIR NAVIGATION SITE WITHDRAWAL No. 74  
REVOKED  
ARIZONA

DECEMBER 5, 1940.

Departmental order of May 7, 1932, withdrawing the following described land in Arizona under the provisions of the act of May 24, 1928, 45 Stat. 728, for the purpose of erecting and maintaining

<sup>1</sup>It may be observed that certain mines of code members which are listed in Exhibit "A" of the District Board 9 petition, Docket A-401 are not included in the Temporary Supplement which is attached to this order. Classifications and minimum prices have already been established for the coals produced at such mines.



thereon a beacon light and appurtenances thereto in aid of air navigation, is hereby revoked:

G. & S. R. M.

T. 2 N., R. 6 W.,  
sec. 8, NW¼,  
containing 160 acres.

OSCAR L. CHAPMAN,  
Assistant Secretary of the Interior.

[F. R. Doc. 40-5630; Filed, December 14, 1940;  
9:56 a. m.]

# AIR NAVIGATION SITE WITHDRAWAL No. 76 REVOKED

CALIFORNIA

DECEMBER 5, 1940.

Departmental order of May 11, 1932, withdrawing the following-described land in California under the provisions of the act of May 24, 1928, 45 Stat. 728, for the purpose of erecting and maintaining thereon a beacon light and appurtenances thereto in aid of air navigation, is hereby revoked:

S. B. M.

T. 6 S., R. 9 E.,  
sec. 22, NE¼,  
containing 160 acres.

OSCAR L. CHAPMAN,  
Assistant Secretary of the Interior.

[F. R. Doc. 40-5629; Filed, December 14, 1940;  
9:56 a. m.]

# AIR NAVIGATION SITE WITHDRAWAL No. 148, ALASKA

It is ordered, Under and pursuant to the provisions of section 4 of the act of May 24, 1928, 45 Stat. 728, 49 U.S.C., sec. 214, that the public lands in Alaska lying within the following-described boundaries be, and they are hereby, withdrawn from all forms of appropriation under the public-land laws, subject to valid existing rights, for the use of the Department of Commerce in the maintenance of air navigation facilities:

## FAREWELL LAKE

Beginning at Corner No. 1 of the Farewell Lake airways landing field and radio site, from which the southeast corner of Einar Carlson's cabin bears N. 40°57' W., 130.3 feet. Located on the west side of the South Fork of the Kuskokwim River approximately 4 miles north of Egypt Mountain in latitude 62°29'30" N., longitude 153°31'30" W. Thence from the point of beginning by metes and bounds as follows:

S. 59°24' E., 222.2 feet;  
N. 66°45' E., 800.0 feet;  
S. 23°15' E., 1000.0 feet;  
S. 66°45' W., 400.0 feet;  
S. 23°15' E., 5550.0 feet;

No. 244-3

S. 66°45' W., 1000.0 feet;  
N. 23°15' W., 6730.0 feet;  
N. 66°45' E., 469.0 feet to the place of beginning; containing approximately 162 acres.

## STILLMAN LAKE

Beginning at Corner No. 1 of the Stillman Lake airways landing field in the Happy River Valley approximately ½ mile southwesterly from the junction of Indian Creek and Happy River in latitude 62°07'00" N., longitude 152°48'15" W. Thence from the point of beginning by metes and bounds as follows:

S. 39°15' E., 4600 feet;  
S. 50°45' W., 800 feet;  
N. 39°15' W., 4600 feet;  
N. 50°45' E., 800 feet to the place of beginning; containing approximately 85 acres.

DECEMBER 6, 1940.

E. K. BURLEW,  
Acting Secretary of the Interior.

[F. R. Doc. 40-5631; Filed, December 14, 1940;  
9:57 a. m.]

## DEPARTMENT OF AGRICULTURE.

### Rural Electrification Administration.

[Administrative Order No. 544]

### ALLOCATION OF FUNDS FOR LOANS

DECEMBER 6, 1940.

By virtue of the authority vested in me by the provisions of Section 5 of the Rural Electrification Act of 1936, as amended, I hereby allocate, from the sums authorized by said Act, funds for loans for the projects and in the amounts as set forth in the following schedule:

Project designation:	Amount
Alabama 1036W1 De Kalb.....	\$5,000
Colorado 1018W1 Gunnison.....	3,000
Colorado 1036W1 Routt.....	5,000
Georgia 1068W4 Grady.....	5,000
Georgia 1074W5 Jefferson.....	10,000
Georgia 1086W5 Seminole.....	2,000
Idaho 1021W1 Camas.....	3,000
Illinois 1033W2 Hancock.....	5,000
Indiana 1047W2 Orange.....	5,000
Indiana 1055W2 Tippecanoe.....	6,000
Iowa 1075W1 Montgomery.....	4,000
Kentucky 1056W1 Morgan.....	7,000
Minnesota 1010W2 Carlton.....	5,000
Minnesota 1034W3 Stearns.....	6,000
Minnesota 1065W3 Dakota.....	5,000
Minnesota 1088W1 Koochiching.....	6,000
Minnesota 1095W1 Lake of the Woods.....	10,000
Missouri 1049W2 Howell.....	7,000
Missouri 1054W1 Crawford.....	12,000
Missouri 1055W1 Cedar.....	6,000
South Carolina 1023W3 Dorchester.....	6,000
South Carolina 1031W1 Horry.....	12,000
South Carolina 1038W1 Oconee.....	15,000
Tennessee 1035W1 Marion.....	6,000
Texas 1023W2 McCulloch.....	5,000
Texas 1086W2 Comanche.....	5,000
Texas 1099W1 Jones.....	2,500
Wisconsin 1058W1 Price.....	15,000

[SEAL] HARRY SLATTERY,  
Administrator.

[F. R. Doc. 40-5639; Filed, December 14, 1940;  
12:33 p. m.]

[Administrative Order No. 545]

### ALLOCATION OF FUNDS FOR LOANS

DECEMBER 6, 1940.

By virtue of the authority vested in me by the provisions of Section 4 of the Rural Electrification Act of 1936, as amended, I hereby allocate, from the sums authorized by said Act, funds for loans for the projects and in the amounts as set forth in the following schedule:

Project designation:	Amount
Alabama 1018F2 Cullman.....	\$47,000
Colorado 1033G1 Dolores.....	17,000
Kentucky 1057A1 Bell.....	295,000
Oregon 1018B1 Eugene.....	595,000
Oregon 1028C1 Oakland.....	125,000
Tennessee 1046A1 Warren.....	445,000
Vermont 1008G3 Washington.....	20,000

[SEAL] HARRY SLATTERY,  
Administrator.

[F. R. Doc. 40-5640; Filed, December 14, 1940;  
12:33 p. m.]

## DEPARTMENT OF LABOR.

### Wage and Hour Division.

### NOTICE OF CONFIRMATION OF A SPECIAL LEARNER CERTIFICATE FOR THE EMPLOYMENT OF LEARNERS IN THE APPAREL INDUSTRY

Notice is hereby given that a Special Certificate for the employment of five learners issued to the Coronet Manufacturing Company, Kansas City, Missouri, effective April 16, 1940, is ordered affirmed. This Order of Confirmation shall not become effective until after the expiration of a fifteen-day period following the publication of this Notice in the FEDERAL REGISTER during which time petition for reconsideration or review may be filed under § 522.13 of the Regulations. If a petition is properly filed, the effective date of the Order shall be postponed until final action is taken on such petition, and the Order shall then be effective only if the confirmation is sustained.

Dated at Washington, D. C. this 14 day of December 1940.

GUSTAV PECK,  
Authorized Representative  
of the Administrator.

[F. R. Doc. 40-5657; Filed, December 16, 1940;  
11:39 a. m.]

### NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum wage rate applicable under section 6 of the Act are issued under section 14 thereof, Part 522 of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) and the Determination and



Order or Regulation listed below and published in the FEDERAL REGISTER as here stated.

Apparel Learner Regulations, September 7, 1940. (5 F.R. 3591)

Artificial Flowers and Feathers Learner Regulations, October 24, 1940. (5 F.R. 4203)

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order of September 20, 1940 (5 F.R. 3748)

Hosiery Learner Regulations, September 4, 1940. (5 F.R. 3530)

Independent Telephone Learner Regulations, September 27, 1940. (5 F.R. 3829)

Knitted Wear Learner Regulations, October 10, 1940. (5 F.R. 3982)

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940. (5 F.R. 3392, 3393)

Textile Determination and Order, November 8, 1939 (4 F.R. 4531) as amended, April 27, 1940. (5 F.R. 1586)

Woolen Learner Regulations, October 30, 1940. (5 F.R. 4302)

The employment of learners under these Certificates is limited to the terms and conditions as to the occupations, learning periods, minimum wage rates, et cetera, specified in the Determination and Order or Regulation for the industry designated above and indicated opposite the employer's name. These Certificates become effective December 16, 1940. The Certificates may be cancelled in the manner provided in the Regulations and as indicated in the Certificate. Any person aggrieved by the issuance of any of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS, AND EXPIRATION DATE

Coronet Manufacturing Company, Kansas City, Missouri; Apparel; Men's Robes & Sport Shirts; 5 learners (75% of the applicable hourly minimum wage); December 16, 1941.

Dick's Dress Company, 25 Forest Street, Rutland, Vermont; Apparel; Dresses; 5 learners (75% of the applicable hourly minimum wage); December 16, 1941.

Dunhill Shirt Company, 9th and Franklin Streets, Lexington, Missouri; Apparel; Men's Shirts; 5 percent (75% of the applicable hourly minimum wage); December 16, 1941.

Mr. Myer Eisenberg, 2525 Dickinson Street, Philadelphia, Pennsylvania; Apparel; Men's Trousers; 5 percent (75% of the applicable hourly minimum wage); December 16, 1941.

S. Feller & Sons, 401 High Street, Newark, New Jersey; Apparel; Infant's & Children's Outerwear; 5 percent (75% of the applicable hourly minimum wage); December 16, 1941.

Pinecraft Shirt Company, 47 West Third Street, Williamsport, Pennsylvania; Apparel; Shirts & Pajamas; 20

learners (75% of the applicable hourly minimum wage); April 14, 1941.

Simon Fisher, White Horse Pike, Berlin, New Jersey; Apparel; Slips, Pajamas; 3 learners (75% of the applicable hourly minimum wage); December 16, 1941.

The Hollinger Shirt Company, 168 Irving Avenue, Port Chester, New York; Apparel; Men's Shirts; 5 percent (75% of the applicable hourly minimum wage); December 16, 1941.

Hy-Grade Clothing Company, 560 Harrison Avenue, Boston, Massachusetts; Apparel; Boy's Clothing; 5 percent (75% of the applicable hourly minimum wage); December 16, 1941.

Jobbers Pants Company, Martinsville, Virginia; Apparel; Work Pants; 5 percent (75% of the applicable hourly minimum wage); December 16, 1941.

M. & G. Waist Company, 174 Glen Street, Glens Falls, New York; Apparel; Blouses & Ski-suits; 5 learners (75% of the applicable hourly minimum wage); December 16, 1941.

Martin Manufacturing Mills, Incorporated, 121 East 2nd Street, Flora, Illinois; Apparel; Men's & Boys' Shorts; 5 percent (75% of the applicable hourly minimum wage); December 16, 1941.

Pollak Brothers, Incorporated, 227 West Main Street, Fort Wayne, Indiana; Apparel; Dresses and Smocks; 30 learners (75% of the applicable hourly minimum wage); April 14, 1941.

Royal Mfg. Company, Alburtis, Pennsylvania; Apparel; Shirts, Shorts, Jockeys; 20 learners (75% of the applicable hourly minimum wage); April 14, 1941.

Ware Shoals Manufacturing Company, Ware Shoals, South Carolina; Apparel; Shirts & Handkerchiefs; 5 percent (75% of the applicable hourly minimum wage); December 16, 1941.

Westwood Sportswear, 3429 South Main Street, Los Angeles, California; Apparel; Blouses & Sportswear; 4 learners (75% of the applicable hourly minimum wage); December 16, 1941.

Mrs. M. K. Wright, Pitman, New Jersey; Apparel; Children's Dresses & Children's Housecoats; 5 learners (75% of the applicable hourly minimum wage); December 16, 1941.

Yolanda Dress Company, 72 Jersey Avenue, New Brunswick, New Jersey; Apparel; Children's Cotton Dresses; 2 learners (75% of the applicable hourly minimum wage); December 16, 1941.

Galena Glove & Mitten Company, 430 Garfield Avenue, Dubuque, Iowa; Glove; Work Gloves; 15 learners; June 16, 1941.

Galena Glove & Mitten Company, 430 Garfield Avenue, Dubuque, Iowa; Glove; Work Gloves; 5 learners; December 16, 1941.

Albany Manufacturing Company, Albany, Georgia; Hosiery; Full Fashioned; 17 learners; August 16, 1941.

Continental Hosiery Co., Henderson, North Carolina; Hosiery; Seamless; 5 learners; June 16, 1941.

Halifax County Hosiery Mills, Scotland Neck, North Carolina; Hosiery; Seamless; 5 percent; December 16, 1941.

Nebel Knitting Co., Inc., Charlotte, North Carolina; Hosiery; Full Fashioned; 5 percent; December 16, 1941.

Princeton Hosiery Mills, Princeton, Kentucky; Hosiery; Seamless; 5 percent; December 16, 1941.

S & W Hosiery Mills, Englewood, Tennessee; Hosiery; Seamless; 3 learners; December 16, 1941.

Seneca Knitting Mills, Inc., Seneca Falls, New York; Hosiery; Seamless; 5 percent; December 16, 1941.

New Era Knitting Mills, 1269 Milwaukee Avenue Chicago, Illinois; Knitted Wear; Sweaters; 2 learners; December 16, 1941.

Vogue Knitting Company, 2nd and Jefferson Streets, Womelsdorf, Pennsylvania; Knitted Wear; Knitted Underwear; 4 learners; December 16, 1941.

Fife Fabrics, Inc., 626 North Locust Street, Momence, Illinois; Textile; Drapery, Upholstering, Novelty Fabrics; 2 learners; March 3, 1941.

The Porter Corporation, 72 Irving Street, Framingham, Massachusetts; Textile; Mosquito Bars; 60 learners; April 14, 1941.

Suncook Mills, China Road, Allentown, New Hampshire; Textile; Rayon & Cotton Yarns; 3 percent; December 16, 1941.

Ware Shoals Manufacturing Company, Ware Shoals, South Carolina; Textile; Diapers & Pillow Cases of Cotton; 3 percent; December 16, 1941.

Signed at Washington, D. C., this 16th day of December 1940.

GUSTAV PECK,  
Authorized Representative  
of the Administrator.

[F. R. Doc. 40-5656; Filed, December 16, 1940; 11:39 a. m.]

#### NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the Act are issued under section 14 thereof and part 522.5B of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective December 16, 1940.

The employment of learners under these Certificates is limited to the terms and conditions as designated opposite the employer's name. These Certificates are issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The Certificate may be cancelled in the manner pro-



vided for in the Regulations and as indicated on the Certificate. Any person aggrieved by the issuance of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATIONS, EXPIRATION DATE

Atlantic Furniture Manufacturing Company, Inc., 19th Street at Monticello Avenue, Norfolk, Virginia; Furniture Manufacturing; 25 learners; 8 weeks for any one learner; 25 cents an hour; Woodworking, Upholstering, Finishing; March 4, 1941.

Belco Glass, Inc., 413 N. 4th St., Vineland, New Jersey; Laboratory, Surgical and Chemical Glassware; 2 learners; 8 weeks for any one learner; 25 cents an hour; Grinders; March 10, 1941.

Wisconsin Ceramic Corporation, Pitts-ville, Wisconsin; Art Pottery; 2 learners; 8 weeks for any one learner; 25 cents an hour; Caster, Finisher, Glazer; May 5, 1941.

GUSTAV PECK,  
Authorized Representative  
of the Administrator.

[F. R. Doc. 40-5655; Filed, December 16, 1940; 11:39 a. m.]

#### FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 5906]

APPLICATION OF R. B. EATON (NEW)

##### NOTICE OF HEARING

Application dated September 14, 1939; for construction permit; class of service, television; class of station, television broadcast; location, Des Moines, Iowa; operating assignment specified: Frequency, 66000-72000 kc.; emission: A-3 and A-5; power, night, 46 w.; day, 100 w. aural, 46 w. visual; hours of operation, unlimited.

You are hereby notified that the Commission has examined the above described application and has designated the matter for hearing for the following reasons:

1. To determine the scope of the work to be performed by the applicant and the possible developments as to each of the following proposals set forth in the application:

- (a) Experiment with different types of power supply;
- (b) Experiment with increased number of frame lines from 441 to 525;
- (c) Training of personnel on theories of various types of acceptable methods of transmission;
- (d) Experiment with various types of 16 millimeter film as program material;
- (e) Study of public reaction to various types of program techniques;
- (f) Study of interference from diathermy systems, elevator controls, etc., and methods of eliminating same;

(g) Design and experimentation of side band filters;

(h) Correlation of research with neighboring existing television stations and applicants.

2. To determine whether the applicant will make available adequate technical personnel and facilities for carrying out the program of work proposed.

3. To determine whether the applicant has adequate funds for prosecuting the proposed program of research and experimentation.

4. To determine whether the applicant's proposed program of research and experimentation will tend to develop uniform transmission standards of acceptable technical quality.

5. To determine whether the application complies with the Commission's rules and regulations governing television broadcast stations.

6. To determine whether public interest, convenience or necessity will be served if the requested authorization is granted.

The application involved herein will not be granted by the Commission unless the issues listed above are determined in favor of the applicant on the basis of a record duly and properly made by means of a formal hearing.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's Rules of Practice and Procedure. Persons other than the applicant who desire to be heard must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's Rules of Practice and Procedure.

The applicant's address is as follows:

R. B. Eaton,  
547 35th Street,  
Des Moines, Iowa.

Dated at Washington, D. C., December 13, 1940.

By the Commission.

[SEAL]

T. J. SLOWIE,  
Secretary.

[F. R. Doc. 40-5645; Filed, December 16, 1940; 10:37 a. m.]

#### FEDERAL POWER COMMISSION.

[Docket No. IT-5663]

IN THE MATTER OF PENNSYLVANIA WATER & POWER COMPANY

ORDER GRANTING APPLICATION FOR REHEARING AND FIXING DATE FOR HEARING

DECEMBER 13, 1940.

It appearing to the Commission that:

(a) On October 15, 1940, the Commission ordered that the permission sought by the application of Pennsylvania Water & Power Company for exemption from the provisions of Balance Sheet Accounts Instruction 6-E of the Commission's Uni-

form System of Accounts for Public Utilities and Licensees, for the purpose of amortizing unamortized debt discount, expense and call premiums associated with a refinanced and redeemed bond issue, be denied; and on the same date made and issued its Opinion No. 53 thereon;

(b) On November 14, 1940, Pennsylvania Water & Power Company filed its application for rehearing with respect to the said Order and Opinion of October 15, 1940;

The Commission orders that:

(A) The application of Pennsylvania Water & Power Company for rehearing be and it is hereby granted;

(B) A public hearing be held upon said application commencing on January 20, 1941, at 10 a. m., in the Hearing Room of the Federal Power Commission, Hurley-Wright Building, 1800 Pennsylvania Avenue NW., Washington, D. C.

By the Commission.

J. H. GUTRIE,  
Acting Secretary.

[F. R. Doc. 40-5643; Filed, December 16, 1940; 10:15 a. m.]

#### FEDERAL WORKS AGENCY.

Public Works Administration.

[Administrative Order 297, Supp. 7]

REORGANIZATION OF REGIONAL DIRECTORS' OFFICERS AND PWA REPRESENTATIVES' OFFICES

ABOLITION OF REGIONAL DIRECTOR'S OFFICE NO. 2

DECEMBER 11, 1940.

1. Effective at the close of December 15, 1940, the Regional Director's Office for Region No. 2 is abolished. The powers, functions and duties of the Regional Director for said Region are returned to the Commissioner of Public Works. The powers, functions and duties of the Administrative, Engineering, Finance and Legal Sections of said Regional Director's Office are placed in and shall be exercised and performed by the corresponding Divisions of the Central Office. The powers, functions and duties of the Regional Labor Adviser for said Regional Director's Office are placed in and shall be exercised and performed by the Assistant on Labor Relations.

2. The relationships that each of the respective above-named Divisions and the Assistant on Labor Relations shall bear one to the other and to the Commissioner of Public Works in the handling of matters from a Regional Office point of view shall be substantially the same as in the case of a Regional Director's Office.

3. All orders and parts of orders in conflict herewith are hereby rescinded.

M. E. GILMORE,  
Commissioner of Public Works.

[F. R. Doc. 40-5618; Filed, December 13, 1940; 12:59 p. m.]



[Administrative Order 322]

## DUTIES OF PROJECT ENGINEER WITH RESPECT TO PENNSYLVANIA TURNPIKE COMMISSION

DECEMBER 11, 1940.

1. Except as otherwise indicated in Paragraph 2 hereof, all the powers, functions and duties heretofore authorized to be exercised and performed by the Regional Director's Office with respect to PWA Docket No. Pa. 1949-F, Pennsylvania Turnpike Commission, shall be exercised and performed by Harold C. Lightfoot, Project Engineer, PWA, designated for said docket and project.

2. The Project Engineer shall request the Director, Engineering Division, to assign, and the latter shall assign, to the Project Engineer such Inspectors as may be necessary to provide, for PWA, adequate inspection of the project which is under the supervision of the Project Engineer. During the period of their assignments, such Inspectors shall be responsible to the Project Engineer. When, in the opinion of the Project Engineer, the services of any Inspector so assigned to him are no longer required by him, he shall accordingly notify the Director, Engineering Division, sufficiently in advance of the date when such Inspector's services will no longer be so required, to the end that appropriate action may be taken to arrange for the furlough of such Inspector or to utilize his services elsewhere.

3. All other orders and parts of orders in conflict herewith are hereby rescinded.

M. E. GILMORE,  
Commissioner of Public Works.

[F. R. Doc. 40-5617; Filed, December 13, 1940;  
12:59 p. m.]

[Administrative Order 298, Supp. 6]

## REORGANIZATION OF REGIONAL PROJECT AUDIT OFFICES

DECEMBER 12, 1940.

1. Effective at the close of December 15, 1940, the Regional Audit Office for Region No. 2 is abolished and the powers, functions and duties of the Regional Project Auditor for said Office are placed in and shall be exercised and performed by the Chief Project Accountant, Division of Accounts.

2. In connection with the foregoing paragraph, attention is directed to Administrative Order No. 297 (Supplement 7).<sup>1</sup>

3. All orders and parts of orders in conflict herewith are hereby rescinded.

M. E. GILMORE,  
Commissioner of Public Works.

[F. R. Doc. 40-5644; Filed, December 16, 1940;  
10:16 a. m.]

<sup>1</sup> See p. 5139.

## INTERSTATE COMMERCE COMMISSION.

## NOTICE RELATING TO REGULATION OF WATER CARRIERS

DECEMBER 14, 1940.

The Commission has entered an order<sup>1</sup> postponing the taking effect of certain provisions of Part III of the Interstate Commerce Act, relating to the regulation of water carriers in interstate and foreign commerce, as authorized by section 202 of the Transportation Act of 1940, which reads as follows:

Sec. 202. Part III of the Interstate Commerce Act shall take effect on the date of the enactment of this Act, except that sections 304 (c), 305 to 308, inclusive, 309 (a) and (f), 313 to 318, inclusive, 320, 321, and 322 shall take effect on the 1st day of January 1941: *Provided, however,* That the Interstate Commerce Commission shall, if found by it necessary or desirable in the public interest, by general or special order postpone the taking effect of any of the provisions above enumerated to such time, but not beyond the 1st day of April 1942, as the Commission shall prescribe.

Under this order sections 306 (e) and 307 (h) and (i) will become effective March 1, 1941, and all the other provisions referred to in the foregoing paragraph will become effective February 1, 1941. No further postponement is contemplated at this time.

The principal effect of the order is to defer the filing of schedules of minimum rates or charges of contract carriers by water until March 1, 1941, and the filing of tariffs of common carriers by water until February 1, 1941. The order also has the effect of extending until June 1, 1941, the time within which applications for certificates of public convenience and necessity to common carriers and permits to contract carriers must be filed by applicants desiring to assert "grandfather" rights under section 309 (a) or 309 (f). The required application blanks will be available in due course before February 1, 1941.

[SEAL]

W. P. BARTEL,  
Secretary.

[F. R. Doc. 40-5658; Filed, December 16, 1940;  
11:51 a. m.]

## SECURITIES AND EXCHANGE COMMISSION.

[File No. 54-20]

## IN THE MATTER OF SOUTHEASTERN ELECTRIC AND GAS COMPANY AND EASTERN POWER COMPANY

## ORDER APPROVING APPLICATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 12th day of December, A. D. 1940.

<sup>1</sup> See page 5128.

Eastern Power Company, a registered holding company, having filed an application pursuant to Rule U-12F-1 promulgated under the Public Utility Holding Company Act of 1935 concerning the sale by it of the entire outstanding issue of the common stock of Virginia Public Service Company, an operating public utility company, and two-thirds of the outstanding common stock of Eastern Shore Public Service Company, also an operating public utility company as well as a registered holding company, to Southeastern Electric and Gas Company, a registered holding company and direct parent of Eastern Power Company, in consideration of the assumption by Southeastern Electric and Gas Company of all the liabilities of Eastern Power Company and the surrender to Eastern Power Company of its entire common stock issue for the purposes of cancellation;

Eastern Power Company, having filed an application pursuant to Rule U-12C-1 promulgated under the Act, concerning the acquisition by it of its entire issue of common stock from Southeastern Electric and Gas Company;

Southeastern Electric and Gas Company, having filed an application pursuant to section 10 of the Act covering the acquisition by it of the above-described securities of Virginia Public Service Company and the Eastern Shore Public Service Company, and the other assets of Eastern Power Company;

Southeastern Electric and Gas Company, having also filed a declaration pursuant to section 7 of the Act concerned with the assumption by it of a promissory note payable on the part of Eastern Power Company to The Chase National Bank, the unpaid balance of which presently amounts to \$123,500, said note immediately following assumption to be discharged by the issuance on the part of Southeastern Electric and Gas Company of its own note in a like principal amount maturing in nine months;

*It is ordered,* That the application of Eastern Power Company, pursuant to Rule U-12F-1 of the Act, and pursuant to Rule U-12C-1 of the Act, be and the same hereby are approved;

*It is ordered,* That the application of Southeastern Electric and Gas Company, pursuant to section 10 of the Act, be and the same hereby is approved;

*It is ordered,* That the declaration of Southeastern Electric and Gas Company, pursuant to section 7 of the Act, be and the same hereby is allowed to become effective forthwith;

*It is further ordered,* That in connection with the carrying out of the transactions embraced by said applications and said declaration herein approved and allowed to become effective, the following terms are severally imposed



upon Eastern Power Company and Southeastern Electric and Gas Company in so far as they may be applicable to either of them:

1. That the steps involved in the various applications shall be carried out and effected, respectively, as set forth in and for the purposes represented, as amended.

2. That the declaration shall be effective in accordance with the terms and conditions of and for the purposes represented by said declaration, as amended.

3. That within ten days after the execution of the transactions set forth in the applications and declaration, the applicants and declarant shall file with this Commission certificates of notification showing that the declaration has become effective in accordance with the terms and conditions of and for the purposes represented by said declaration, as amended, and that the transactions described in the applications have been carried out for the purposes represented by and in accordance with the terms of said applications, as amended.

By the Commission.

[SEAL]

ORVAL L. DuBOIS,  
Recording Secretary.

[F. R. Doc. 40-5651; Filed, December 16, 1940;  
11:35 a. m.]

[File No. 70-202]

IN THE MATTER OF APPALACHIAN ELECTRIC POWER COMPANY, AMERICAN GAS AND ELECTRIC COMPANY, AND THE PEAKLAND CORPORATION

ORDER RELATING TO EFFECTIVENESS OF  
DECLARATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 12th day of December, A. D. 1940.

Appalachian Electric Power Company ("Appalachian"), American Gas and Electric Company ("American Gas") and The Peakland Corporation ("Peakland") having filed joint applications and declarations pursuant to the Public Utility Holding Company Act of 1935, particularly sections 6 (b), 7, 12 (b), (c), (d), and (f) and Rules U-12B-1, U-12C-1, U-12D-1, and U-12F-1, relating to the following transactions:

(1) The issue and sale to underwriters of \$70,000,000 principal amount of Appalachian First Mortgage Bonds, 3 1/4% Series due 1970, and 300,000 shares of Appalachian 4 1/2% Cumulative Preferred Stock, par value \$100, subject, however, in the case of 163,380 shares to the rights of the holders (other than American Gas and Peakland) of Appalachian's presently outstanding \$7 and \$6 preferred stocks to exchange one share of outstanding stock for one share of the new stock plus a cash payment equal to the difference between the redemption price of \$110 and the public offering price of the new stock, with adjustments for accrued dividends,

(2) A capital contribution in cash by American Gas to Appalachian in the amount of \$30,670,473.53,

(3) The redemption and retirement of \$57,000,000 principal amount of Appalachian First Mortgage Bonds 4% Series due 1963, \$9,250,000 principal amount of Appalachian Sinking Fund Debentures, 4 1/2% Series due 1948, and 134,343.6 shares of \$7 Cumulative Preferred Stock and 29,036 shares of \$6 Cumulative Preferred Stock of Appalachian now held by the public,

(4) The purchase of 136,770 shares of Appalachian \$7 Cumulative Preferred Stock and 34,805 shares of \$6 Cumulative Preferred Stock from American Gas for \$17,013,848.29, the stated cost thereof to American Gas, and of 750 shares of \$7 Cumulative Preferred Stock and 50 shares of \$6 Cumulative Preferred Stock from Peakland for \$62,000, the stated cost thereof to Peakland,

(5) The payment by Appalachian of open account advances from American Gas in the amount of \$13,656,625.24, and

(6) The alteration of voting rights of the common stock of Appalachian incident to the creation of the new 4 1/2% Cumulative Preferred Stock;

A public hearing having been held thereon after appropriate notice, the Commission having considered the record in this matter, and having filed its findings and opinion herein:

It is ordered, That the said application under section 6 (b) be considered a declaration under section 7 of the Act and that the joint declarations under all sections of the Act and rules referred to above be, and the same hereby are, permitted to become effective forthwith, subject to the terms and conditions prescribed in Rule U-9, and to the following additional terms and conditions:

(1) That out of the \$30,670,473.53 capital contribution by American Gas to Appalachian \$22,500,000 shall be placed in an appropriate reserve account to be available for possible adjustments to fixed capital accounts and/or the depreciation reserve account;

(2) That not later than ten (10) days after the date of this order, Appalachian shall file a statement with this Commission setting forth such statistical information regarding quantities of preferred stock exchanged as the Commission shall require;

(3) That when all expenses incurred in connection with these transactions shall be actually paid, the declarants shall file a detailed statement of such expenses showing the persons to whom payments were made, the amounts thereof, the accounts charged, and a detailed description of the services rendered for which such payments were made.

By the Commission.

[SEAL]

ORVAL L. DuBOIS,  
Recording Secretary.

[F. R. Doc. 40-5652; Filed, December 16, 1940;  
11:35 a. m.]

[File Nos. 70-16, 70-34]

IN THE MATTER OF SECURITIES CORPORATION  
GENERAL

SUPPLEMENTAL ORDER RELATING TO EFFECTIVENESS OF DECLARATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 13th day of December A. D. 1940.

The Commission having, by order dated September 19, 1940, permitted a declaration filed by Securities Corporation General, a subsidiary of International Utilities Corporation, a registered holding company, regarding (a) the elimination of the deficit in its earned surplus account by a charge against capital surplus, (b) a change in its outstanding \$7.00 Series and \$6.00 Series Cumulative Preferred Stock, no par value, from a stated value of \$50 per share to a par value of \$100 per share, (c) the giving of certain voting rights to its \$7.00 Series and \$6.00 Series Cumulative Preferred Stock, and (d) a change in its outstanding common stock, no par value, from a stated value of 50¢ per share to a par value of \$1.00 per share, to become effective, and having approved an application filed by Securities Corporation General regarding the declaration and payment of a dividend on its \$7.00 Series and \$6.00 Series Cumulative Preferred Stock; and

Such order of the Commission having permitted such declaration to become effective and having approved such application, subject to the following condition, among others:

"That the proposed dividend payment on the \$7.00 Series and \$6.00 Series Cumulative Preferred Stock shall not be made until such time as all the proposed readjustments set forth in the declaration shall have been consummated;" and

Securities Corporation General having filed an amendment to the above entitled declaration and application, stating that in connection with the special meeting of stockholders called to approve the proposed readjustments sufficient proxies have been obtained from stockholders in favor of all of the proposed readjustments except the proposal to accord voting rights to the Preferred Stock which, under the laws of the State of Virginia, requires the approval of the holders of 90% of the Common Stock; and Securities Corporation General having stated that it has used its best efforts to obtain proxies for the said special meeting, and that it does not believe that any further efforts on its part would result in obtaining a vote of 90% of the Common Stock in favor of the proposal to accord voting rights to the Preferred Stock; and

Securities Corporation General having requested the Commission to permit the proposed dividend payment on the \$7.00 Series and \$6.00 Series Cumulative Preferred Stock upon consummation of all of the proposed readjustments with the exception of the proposal to accord voting rights to the Preferred Stock:



It is ordered, That paragraph (3) of the Commission in this matter, dated September 19, 1940, be and the same hereby is amended to read as follows:

"(3) That the proposed dividend payment on the \$7.00 Series and \$6.00 Series Cumulative Preferred Stock shall not be made until such time as all the proposed readjustments set forth in the declaration shall have been consummated with the exception of the proposal to accord voting rights to its \$7.00 Series and \$6.00 Series Cumulative Preferred Stock."

By the Commission (Chairman Frank, Commissioners Elcher and Pike). Commissioners Henderson and Healy were absent and did not participate in this action.

[SEAL]

ORVAL DuBOIS,  
Recording Secretary.

[F. R. Doc. 40-5653; Filed, December 16, 1940;  
11:36 a. m.]

[File No. 70-212]

IN THE MATTER OF MISSISSIPPI PUBLIC  
SERVICE COMPANY

NOTICE REGARDING FILING OF DECLARATION

At a regular session of the Securities and Exchange Commission, held at its

office in the City of Washington, D. C., on the 13th day of December, A. D. 1940.

Notice is hereby given that a declaration or application (or both), has been filed with this Commission pursuant to the Public Utility Holding Company Act of 1935 by the above named party or parties; and

Notice is further given that any interested person may, not later than January 4, 1941, at 4:30 P. M., E. S. T., or 1:00 P. M., E. S. T., if such date be a Saturday, request the Commission in writing that a hearing be held on such matter, stating the reasons for such request and the nature of his interest, or may request that he be notified if the Commission should order a hearing thereon. At any time thereafter such declaration or application, as filed or as amended, may become effective or may be granted, as provided in Rule U-8 of the Rules and Regulations promulgated pursuant to said Act. Any such request should be addressed: Secretary, Securities and Exchange Commission, Washington, D. C.

All interested persons are referred to said declaration or application, which is on file in the office of said Commission, for a statement of the transactions therein proposed, which are summarized below:

Issuance and sale by Mississippi Public Service Company of \$500,000 principal

amount of its First Mortgage Bonds, Series "A," 4% dated January 1, 1941, due January 1, 1956. Above bonds are to be sold at par to Massachusetts Mutual Life Insurance Company.

Proceeds of such sale are to be applied to the redemption of all of the above company's presently outstanding First Mortgage Series "A" Bonds, due 1961, in the aggregate principal amount of \$500,000, which bonds are income bonds carrying interest up to but not exceeding six percent per annum. All of such bonds are owned by Peoples Light and Power Company, its parent, and are pledged under the Trust Indenture securing the Collateral Lien Bonds, Series "A," due 1961, of Peoples Light and Power Company. Redemption moneys will be used by Peoples Light and Power Company for retirement of its Collateral Lien Bonds, Series "A," of which there are now outstanding \$1,177,750 in principal amount.

The declarant has designated Section 6 (a) and subsections of Section 7 of the Public Utility Holding Company Act applicable to the proposed transactions.

By the Commission.

[SEAL]

ORVAL L. DuBOIS,  
Recording Secretary.

[F. R. Doc. 40-5654; Filed, December 16, 1940;  
11:36 a. m.]